

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
(HOUSTON DIVISION)**

**LINDSAYCA USA, a Texas corporation,**

**CASE NO. 4:21-CV-00037**

**Plaintiff,**

**vs.**

**PETROLEOS DE VENEZUELA, S.A., a Venezuelan entity,  
PDVSA SERVICES, INC., a Delaware corporation,  
and  
BARIVEN, S.A., a Venezuelan entity,**

**Defendants.**

\_\_\_\_\_ /

**FIRST AMENDED COMPLAINT FOR DAMAGES**

COMES NOW the Plaintiff, **LINDSAYCA USA, INC.**, a Texas corporation, (hereinafter referred to as “Lindsay a”), by and through its undersigned counsel, and presents herewith, its First Amended Complaint for Damages against Defendants, **PETROLEOS DE VENEZUELA, S.A.**, a Bolivarian Republic of Venezuela entity (hereinafter referred to as “PDVSA”), **PDVSA SERVICES, INC.**, a Delaware corporation (hereinafter referred to as “PSI”), and **BARIVEN, S.A.**, a Bolivarian Republic of Venezuela entity (hereinafter referred to as “BARIVEN”), and states as follows:

**JURISDICTION AND VENUE**

1. Subject matter jurisdiction of this Court is supported by 28 U.S.C §1332(a), in that the Plaintiff and Defendants have full diversity, being that the parties are citizens of different states and foreign nations, and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Specifically, Plaintiff, **LINDSAYCA**, is a Texas corporation;

Defendant, **PDVSA**, is a Venezuelan entity; Defendant, **PSI**, is a Delaware corporation, and Defendant, **BARIVEN**, is a Venezuelan entity.

2. This Court has personal jurisdiction over Defendant PSI because it is a resident of Texas and the Southern District of Texas, and maintains a principal place of business in Houston, Texas.

3. This Court has personal jurisdiction over Defendants Bariven and PDVSA because they contract by mail or otherwise with PSI to perform contracts in whole or in part in Texas, on PDVSA's behalf. Upon information and belief, Defendants Bariven and PDVSA recruit Texas residents through their subsidiary, PSI, for employment in Texas and outside of this state.

4. On their own and through their subsidiary, PSI, Defendants Bariven and PDVSA conduct business in Texas on a regular, continuous, and systematic basis and purposely avail themselves of the benefits and protections of Texas law. Defendants, Bariven and PDVSA, have conducted business for years with their subsidiary, PSI, in Texas, including in Harris County, Texas. Defendants, Bariven and PDVSA, on information and belief, are operating with PSI in a joint venture to regularly and systematically procure and order goods and services in Texas, among other states. This Court has personal jurisdiction over Defendants Bariven and PDVSA because they have sufficient minimum contacts with Texas such that the assertion of jurisdiction will not offend traditional notions of fair play and substantial justice.

5. On behalf of PDVSA, Bariven and PSI entered into contracts with Plaintiff that were to be performed, in whole or in part, in Texas. Specifically, Bariven and PSI entered into contracts with Plaintiff for the provision of equipment to be supplied in Houston, Texas. After Plaintiff delivered the equipment to the Defendants in Houston, Texas, the Defendants then

shipped the equipment to Venezuela. Defendants Bariven and PDVSA were the ultimate beneficiaries and end-users of the equipment. In addition, Defendants Bariven and PSI required Plaintiff to deliver invoices to PSI's principal office in Harris County, Texas, and PSI was to wire payment from its principal office in Harris County, Texas, to Plaintiff's bank account in Houston, Texas.

6. Pursuant to 28 U.S.C. §1605(a)(1), Defendant Bariven is not immune from the jurisdiction of the courts of the United States or of this State, as Defendant Bariven waived its immunity by contractually consenting to the exclusive jurisdiction in the state and federal courts of Harris County, Texas for all disputes arising out of the purchase orders contracts at issue in this action.

7. Pursuant to 28 U.S.C. §1605(a)(2), Defendants Bariven and PDVSA are not immune from the jurisdiction of the courts of the United States, or of this State, as this action is based upon a commercial activity carried on in the United States or upon an act outside the United States in connection with a commercial activity outside of the United States that caused a direct effect in the United States.

8. Venue of this action is proper pursuant to 28 U.S.C.A. §1391 inasmuch as a substantial part of the events or omissions giving rise to the claim occurred within this district and a defendant is subject to the court's personal jurisdiction with respect to this action.

Specifically, venue is proper in this Court over Defendant PSI pursuant to 28 U.S.C. §1391 and Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all or a substantial part of the acts or omissions giving rise to Plaintiff's claims occurred within the Southern District of Texas and Harris County, Texas. PSI issued six (6) purchase orders within the Southern District

of Texas and Harris County, Texas, with payment to be made by PSI from its principal office in Harris County, Texas. Venue is also proper in this Court pursuant to 28 U.S.C.A. §1391 and Tex. Civ. Prac. & Rem. Code §15.002(a)(3) because PSI's principal office is located within the Southern District of Texas and Harris County, Texas.

9. Venue is proper in this Court over Defendants Bariven and PSI because they contractually consented to venue in the state and federal courts of Harris County, Texas for all disputes arising out of the purchase orders.

10. Venue is proper for all Defendants under 28 U.S.C.A. §1391 and Tex. Civ. Prac. & Rem. Code §15.005 because venue is proper against at least one defendant and all claims or actions in this Complaint arise out of the same transaction, occurrence, or series of transactions or occurrences.

11. Venue is also proper under 28 U.S.C.A. §1391 and Tex. Civ. Prac. & Rem. Code § 15.035(a) because the parties' contracts required performance of obligations in the Southern District of Texas and this county. Specifically, the parties' contracts required that invoices be delivered to PSI's principal office in Houston, Harris County, Texas, that Plaintiff deliver equipment pursuant to the contracts in Houston, Harris County, Texas, and that the payment of Plaintiffs invoices would be issued from PSI's office in Houston, Harris County, Texas.

### **PARTIES**

12. Plaintiff, Lindsayca USA, Inc., is a Texas corporation, with its principal place of business located in Houston, Texas.

13. Defendant, Petroleos De Venezuela, S.A., is an entity existing under the laws of Bolivarian Republic of Venezuela. Pursuant to Tex. Civ. Prac. & Rem. Code § 17.044, the Texas Secretary of State is an agent for service of process on a nonresident who engages in

business in Texas, but does not maintain a regular place of business in Texas or a designated agent for service of process in any proceeding that arises out of business conducted in Texas and to which the nonresident is a party. PDVSA conducts business in Texas through its wholly-owned subsidiary and joint venture partner, PSI, but does not maintain a regular place of business or a designated agent for service of process. This dispute arises out of business conducted in Texas and to which PDVSA is a party.

In the alternative, or in conjunction with service on PDVSA through the Texas Secretary of State, PDVSA may be served with process at its principal place of business pursuant to "The Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters" (the "Hague Service Convention"), to which Venezuela is a signatory. PDVSA is an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603(b). Specifically, PDVSA is organized and existing by virtue of the laws of Venezuela. PDVSA maintains its principal place of business at Aveajda Libertador con calle El Empalme, Complejo MinPetroleo - PDVSA, La Campina, Caracas, Venezuela. Under 28 U.S.C. §1608(b)(2), PDVSA may be served with process pursuant to the Hague Service Convention.

14. Defendant, PDVSA Services, Inc., is a Delaware corporation with its principal place of business located at 1293 Eldridge Parkway, Houston, Texas, 77077. PSI may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136.

15. Defendant, Bariven S.A., is an entity existing under the laws of Venezuela. Bariven previously designated an agent for service in Texas, but the designation has since lapsed. Under Tex. Bus. Orgs. Code § 5.251(1), the Texas Secretary of State is an entity's agent for service of process for a foreign filing entity that fails to appoint or maintain a registered agent in

Texas. The Texas Secretary of State is also an agent of an entity for service of process if an entity is a foreign filing entity that transacts business in Texas without being registered, as required under Chapter 9 of the Texas Business Organizations Code. Tex. Bus. Orgs. Code §5.251(2)(B). Bariven is a foreign filing entity that transacts business in Texas without being registered as required, and Bariven has failed to appoint or maintain a registered agent in Texas. Thus, service of process can be effectuated on the Texas Secretary of State as Bariven's agent for service of process. In addition, the Texas Secretary of State is an agent for service of process on a nonresident who engages in business in Texas, but does not maintain a regular place of business in Texas or a designated agent for service of process in any proceeding that arises out of business conducted in Texas and to which the nonresident is a party. Tex. Civ. Prac. & Rem. Code § 17.044. Bariven conducts business in Texas through its wholly-owned subsidiary and joint venture partner, PSI, but does not maintain a regular place of business or a designated agent for service of process. This dispute arises out of business conducted in Texas and to which Bariven is a party.

In the alternative, or in conjunction with service on Bariven through the Texas Secretary of State, Bariven may be served with process at its principal place of business pursuant to the Hague Service Convention. Bariven is an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603(b). Specifically, Bariven is organized and existing by virtue of the laws of Venezuela. Bariven maintains its principal place of business at Avenida Libertador, Edificio PDVSA Torre Este, Piso 6, Urbanizacion La Campina, Caracas, Venezuela. Under 28 U.S.C. § 1608(b)(2), Bariven may be served with process pursuant to the Hague Service Convention.

### **GENERAL ALLEGATIONS**

16. Lindsayca is an international business located in Houston, Texas, that supplies goods and services to the oil, gas, petrochemical, and power industries, to customers around the world.

17. This case stems from the purchase of oil and gas equipment and/or services by the Bolivarian Republic of Venezuela state-run oil company, PDVSA, from Lindsayca.

18. During 2013 and 2014, Lindsayca sold equipment and services in multiple shipments to PDVSA pursuant to Purchase Orders and Invoices to update or replace processing equipment and parts in its oil producing operating facilities in Venezuela (the "Equipment and Services").

In many cases, the equipment was manufactured on demand subject to very precise codes and specifications, or required special metals, alloys, or coatings in its manufacture. Lindsayca assisted PDVSA with the installation of the equipment at its refineries. In addition, Lindsayca assisted PDVSA's technical personnel in searching for alternatives to substitute obsolete materials that are no longer produced in modern iron mills and in adapting existing equipment to new industry standards.

#### **A. Defendants Issue Purchase Orders to Lindsayca and Lindsayca issued its Invoices.**

19. PSI and Bariven are wholly-owned subsidiaries and/or under the control of PDVSA and function as the commercial procuring arms of the Venezuelan government and of PDVSA. PSI is the international purchasing agent for Bariven and it is directly owned and controlled by Bariven, and ultimately, PDVSA.

20. Bariven is primarily responsible for procuring materials and equipment outside of Venezuela, including in the United States, to support the exploration, production and refining

activities of PDVSA in Venezuela. Bariven has a long history of doing substantial business in the United States, and its annual purchases are in the hundreds of millions of U.S. dollars.

21. During 2013 and 2014, through its international purchasing agents and joint venture partners, PSI and Bariven, PDVSA placed nine (9) separate purchase orders reflected in six (6) separate invoices, however only six (6) of those invoices which are the subject of this litigation.

Specifically, the amounts due and owing upon the outstanding invoices pertaining to the purchase orders for the supply of Equipment and Services are as follows: (Copies of the six (6) invoices are attached hereto and designated as follows):

<u>Invoice</u>	<u>Date</u>	<u>Amount Due</u>
Invoice No. 1673	3/21/13	\$107,106.60 ( <i>Composite Exhibit "A"</i> )
Invoice No. 1712	7/31/13	\$26,786.28 ( <i>Composite Exhibit "B"</i> )
Invoice No.001720	10/18/13	\$1,706,228.79 ( <i>Composite Exhibit "F"</i> )
Invoice No. 1724	11/12/13	\$755,866.70 ( <i>Composite Exhibit "C"</i> )
Invoice No. 1741	1/14/14	\$3,248,465.66 ( <i>Composite Exhibit "D"</i> )
Invoice No. 1723	7/15/14	\$950,000.00 ( <i>Composite Exhibit "H"</i> )
Invoice No. 1723	7/23/14	\$500,000.00 ( <i>Composite Exhibit "H"</i> )
Invoice No. 1723	9/08/14	\$500,000.00 ( <i>Composite Exhibit "H"</i> )
Total .....		<u>\$7,794,454.03</u>



22. The invoices provide for the delivery of the equipment to take place in Houston, Harris County, Texas. The agreed payment terms were that each invoice was due thirty (30) days from the date each invoice was issued. The equipment was to be delivered, and was in-fact delivered, to Clover International, Inc. at 15700 International Plaza Dr., Houston, TX 77032 or 14134 Vickery Dr., Houston, TX 77032, and on one occasion, to DHL Global Forwarding, as directed by the terms and conditions of the agreement.

23. Notwithstanding having received the equipment and services on time and according to specifications and Defendants never challenging any of the specifications of the equipment, PSI defaulted in its payment obligations to Lindsayca. Even after PSI started falling behind in its payment obligations, Lindsayca continued its procurement services to PDVSA as a show of goodwill to continue its commercial relationship with Defendants.

24. PSI and Bariven instructed that all invoices for the equipment should be sent to PSI's principal office located in Houston, Texas. According to the Purchase Orders "Invoice Preparation and Distribution" instructions were that "Seller will send invoices to: "PDVSA Services Inc., Att' n: Accounts Payable, P.O. Box 4403, Houston, Texas 77210-4403" (contact name, phone number and fax included.)

25. Payment terms were stated on the cover of each of the Purchase Orders, as "net 30 days." Additionally, the "General Invoicing Instructions" provided that standard invoice processing consisted of "upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of invoice, unless otherwise specified in this Purchase Order."

26. According to the "General Invoicing Instructions" contained in the Purchase Orders, "All payments are processed *via* "ACH" (Automatic Clearinghouse) electronic funds transfer."

27. All Equipment and Services were delivered per the instructions of PSI and Bariven on time and in compliance with all specifications.

28. PDVSA has made no payments on the six (6) invoices listed above, so their respective principal amount remains due and outstanding in-full with accruing interest as of the date each invoice became due and payable.

29. After due notice, multiple communications, meetings and demand letters, Lindsayca remains unpaid of the total principal amount of \$7,794,454.03 plus accrued interest. This sum is owed by PSI as Purchasing Agent and Bariven who took possession of the equipment, and PDVSA as the ultimate user and beneficiary of the equipment and services which was delivered and accepted per the purchase orders in Houston, Texas. Bariven and PSI took full possession and title to the equipment at the point of delivery in Houston, Texas. On information and belief, the equipment is now being used by PDVSA in its refinery facilities in Venezuela.

**B. Acknowledgement of Debt by Defendants.**

30. Defendants have acknowledged the debt owed to Lindsayca on more than one occasion in communications exchanged between Lindsayca and the Defendants. (Attached hereto as ***Exhibit “B”*** is correspondence from Lindsayca to the Defendants dated February 6, 2017 advising that the above six (6) invoices remain due and payable, and attached hereto as ***Exhibit “C”*** is correspondence from the Defendants to Lindsayca dated March 8, 2017 acknowledging the debt represented by the subject six (6) invoices.

31. Efforts to pursue payment from Defendants have caused Lindsayca to devote significant time and resources during the course of several years. Lindsayca now seeks assistance from the court to recover the unpaid and owing amounts for the supply of equipment and

services to Defendants, along with reasonable and necessary attorneys' fees, pre-judgment and post-judgment interest, and costs as allowed by law.

**COUNT I**  
**(ACTION FOR BREACH OF CONTRACT)**  
**(AGAINST ALL DEFENDANTS)**

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 31, inclusive, of this Complaint as if set forth fully herein.

32. All conditions precedent to the filing of the within action for Breach of Contract have been fulfilled.

33. PSI, as an agent and joint venture partner of Bariven, entered into the subject purchase orders with Lindsayca for the sale of equipment and services to PDVSA as described in and as evidenced by the six (6) subject invoices.

34. Under the Purchase Orders, the equipment and services would be delivered from Lindsayca to Bariven and PSI in Houston, Texas, invoices would be billed to PSI in Houston, Texas, and invoices would be copied to Bariven in Houston, Texas.

35. The Purchase Orders created duties between all the parties. Lindsayca agreed to sell the equipment and services to Defendants. In exchange for the products, Defendants had a duty to pay Lindsayca a total sum **\$7,794,454.03** dollars. Under the Purchase Orders' Terms and Conditions as well as the Invoices, payment was to be deposited into Lindsayca's bank account with Compass Bank in Houston, Texas, within thirty (30) days of receiving invoices from Lindsayca.

36. The Defendants have made no payments upon the subject six (6) invoices and all balances reflected therein remain past due and outstanding.

37. By failing to pay the invoices, the Defendants breached material duties under the purchase orders and invoices.

38. By way of correspondence dated March 8, 2017, Defendants acknowledged the debt and created an undertaking to reaffirm the debt. (*Exhibit "C."*)

39. As a direct and proximate result of the Defendants' breach of contract, Plaintiff has incurred direct, indirect, consequential, special, and incidental damages. These damages were the foreseeable and expected consequences of the Defendants' breach of contract.

40. As a direct and proximate result of the breach of contract committed by the Defendants, Plaintiff has been required to retain the services of George J. Vila, P.A. with regard to this matter, and has incurred attorney's fees and costs of this proceeding. Such attorney's fees and costs are necessary and have been incurred as a result of the Defendants' breach of contract.

**WHEREFORE**, the Plaintiff, **LINDSAYCA USA, INC.**, demands judgment for all recoverable direct, indirect, consequential, special, and incidental damages against the Defendants; pre-judgment interest as allowed by law; post-judgment interest as allowed by law; attorney's fees and costs of this proceeding through trial pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code and through all appeals of this matter, and further relief, in equity or in law, general or special, to which Lindsayca may show itself to be justly entitled. Plaintiff further demands trial by jury as to all issues triable as of right.

**COUNT II**  
**(ACTION FOR QUANTUM MERUIT)**  
**(AGAINST ALL DEFENDANTS)**

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 31, inclusive, of this Complaint as if set forth fully herein.

41. Upon assurances that Defendants would pay outstanding amounts on the subject six (6) invoices, Defendants induced Lindsayca to continue delivering equipment and services for ultimate shipment to PDVSA.

42. Lindsayca seeks to recover payment for the equipment and services that were delivered to Defendants.

43. The equipment and services were accepted by the Defendants, which, on information and belief, are presently in use by Defendants, or were in use by Defendants, with the expectation that they would pay for said equipment and services.

44. Defendants would be unjustly enriched if they do not pay for the equipment and goods they received.

45. As a direct and proximate result of the Defendants' unjust and inequitable conduct, Plaintiff has incurred direct, indirect, consequential, special, and incidental damages. These damages were the foreseeable and expected consequences of the Defendants' unjust and inequitable conduct.

46. As a direct and proximate result of the unjust and inequitable conduct committed by the Defendants, Plaintiff has been required to retain the services of George J. Vila, P.A. with regard to this matter, and has incurred attorney's fees and costs of this proceeding. Such attorney's fees and costs are necessary and have been incurred as a result of the Defendants' unjust and inequitable conduct.

**WHEREFORE**, the Plaintiff, **LINDSAYCA USA, INC.**, demands judgment for all recoverable direct, indirect, consequential, special, and incidental damages against the Defendants; pre-judgment interest as allowed by law; post-judgment interest as allowed by law; attorney's fees and costs of this proceeding through trial pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code and through all appeals of this matter, and further relief, in equity or in law, general or special, to which Lindsayca may show itself to be justly entitled. Plaintiff further demands trial by jury as to all issues triable as of right.

**JOINT LIABILITY OF THE DEFENDANTS**

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 46, inclusive, of this Complaint as if set forth fully herein.

47. Defendants had an agreement among each other to procure materials and equipment needed to support the exploration, production and refining activities of PDVSA in Venezuela.

48. Defendants had a community of interest in their venture to procure these materials and equipment. Defendants agreed to share profits and losses, and had a mutual right of control or management of their venture.

49. Thus, Defendants are in a joint venture with each other for procuring materials and equipment needed to support the exploration, production and refining activities of PDVSA in Venezuela, and are consequently jointly and severally liable for the joint venture's debts and obligations, including the claims made in this lawsuit.

**WHEREFORE**, the Plaintiff, **LINDSAYCA USA, INC.**, prays that this Honorable Court impose joint and several liability for the joint venture's debts and obligations, including all claims set forth in this Complaint.

**ALTER-EGO LIABILITY**

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 46, inclusive, of this Complaint as if set forth fully herein.

50. Plaintiff alleges that Defendants PSI and Bariven are the alter egos of PDVSA.

51. PSI and Bariven were organized and operated as mere tools or business conduits of PDVSA, in complete disregard of their corporate form.

52. PDVSA has a financial interest in Bariven. Bariven is a wholly-owned subsidiary of PDVSA whose primary purpose is to procure materials and equipment required for PDVSA's operations.

53. PDVSA has a financial interest in PSI. PSI is ultimately a wholly-owned procurement subsidiary of PDVSA based in Houston, Texas, that is primarily responsible for international purchasing on behalf of PDVSA.

54. PDVSA dominates and controls PSI and Bariven to such an extent that PSI and Bariven are the alter egos of PDVSA.

55. At all relevant times, there was such a unity between PDVSA, PSI, and Bariven, that their separateness has ceased to exist and not holding them jointly liable would result in an injustice.

56. PSI and Bariven were utilized by PDVSA in such a manner to cause financial losses to Plaintiff for the direct benefit of PDVSA. Accordingly, Plaintiff requests the Court to disregard the corporate form and pierce the corporate veil to hold PDVSA jointly and severally liable for the obligations of PSI and Bariven.

**NOTICE RE CONDITIONS PRECEDENT**

57. All conditions precedent necessary to maintain the actions set forth in this Complaint for Damages have occurred and have been performed.

Dated: September 27, 2021

Respectfully submitted,

GEORGE J. VILA, Esq.  
201 Alhambra Circle, Suite 702  
Coral Gables, Florida 33134  
Office: (305) 445-2540  
E-mail: [gvila@gjvpa.com](mailto:gvila@gjvpa.com)  
(Counsel for Plaintiff, *Lindsayca USA, Inc.*)

By: **/s/ George J. Vila**  
GEORGE J. VILA, Esq.  
(Florida Bar No. 141704)



***Composite Exhibit “A”***

**INVOICE**

/14350  
 Chrisman Road  
 Houston TX 77039  
 PH: 713 467 9560  
 Fax: 713 467 9561  
 www.lindsaycausa.com

Invoice No.: 001673  
 Invoice Date: 03/21/13  
 Due Date: 04/20/13  
 PO No.: PO#5100105592 / RFQ 6500243479  
 TAX ID :  
 Page No.: Page 1 of 1

**BILL TO**

Bariven, S. A. c/o PDVSA Services, Inc.  
 1293 Eldridge Parkway

Houston TX 77077  
 USA

Contact Name:  
 Terms: NET 30  
 Ship Via:

**SHIP TO**

Clover International INC  
 15700 International Plaza Dr

Houston TX 77032  
 USA

Item	Quantity	Description	Unit Price	Total
THEMVAR3VAR10003	15	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	\$ 7,140.44	107,106.60
			Subtotal	\$ 107,106.60
Wire Transfer to:				
LINDSAYCA USA INC			Total	\$ 107,106.60
Compass Bank				
Houston, TX, 77019 - 6043				
Routing No: 113010547			Balance Due	\$ 107,106.60
Account No: 2533168984				

## Remarks:

PO#5100105592 RFQ#6500243479 Delivery Terms:FCA Houston Tx Payment Terms: NET 30 Item Item Part#00657107  
 HTS#8537.10.9060  
 ECCN#EAR99

**RECEIVED IN  
 GOOD ORDER  
 SUBJECT TO  
 VERIFICATION**

03-22-2013 0137

[Logo] **PDVSA**

BARIVEN, S.A.  
 c/o PDVSA Services, Inc.  
 Purchasing Agent (BU00)  
 1293 Eldridge Parkway  
 Houston, Texas 77077  
 United States of America

SUPPLIER:  
 Lindsayca USA  
 Former: Lindsayca USA, Inc  
 14350 Chrisman Rd  
 HOUSTON  
 USA  
 POSTAL CODE: 77039 PO BOX: --  
 SALESPERSON / PHONE: ALEJANDRO SABATINO/+1  
 (713) 4679560  
 FAX: 7134679561  
 PDVSA SUPPLIER CODE: 350015797

**Purchase order****5100105592**

DATE : February,26 2013  
 CONTACT : Rosalind Benford  
 TEL. USA : (281)5886473  
 E-MAIL :  
 2815886286/[benfordr@psi.pdv.com](mailto:benfordr@psi.pdv.com)  
 YOUR REF. 2013-0108-04

INSTRUCTIONS FOR SUPPLIERS :  
 FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : May,01 2013

CLOVER INTERNATIONAL INC/Pick up Dp  
 Tlf: 2814499700 Fax 281-449-1630  
 15700 International Plaza Dr.Suite #100  
[dispatch@houston.clovergroup.com](mailto:dispatch@houston.clovergroup.com)  
 HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:  
 PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA VNDR'S WHSE, HOUSTON, TX.  
 PAYMENT TERMS. : net 30 days

CURRENCY : USD

**Shipping Marks**

BARIVEN, S.A./PDVSA PETROLEO / MYM PUER  
 5100105592/XG63058216

PLC-PUERTO LA CRUZ  
 via :BARCELONA, VENEZUELA  
 PRIORITY LEVEL: 2  
 FIELD EXPEDITING: N  
 INSPECTION FLAG: N

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001 00657107	15 Piece	RELAY PROTECCIO	7,140.44	107,106.60

Purchase order text RELAY, FUNCTION PROTECCION, CONTROL Y MONITORE, OPERATING MECHANISM ALETRONIC, TYPE SR-760-P5-GS-S5-HI-A20-R, DRIVE ELECTRIC, VOLTAGE 125 VAC, CURRENT 5A, FREQUENCY 60 HZ, MANUFACTURER AND CATALOG No GE POWER MANAGEMENT SR760II, USE LINE PROTECTION.

Additional technical specs.

PD

**Purchase order****5100105592**

SUPPLIER:  
 Lindsayca USA  
 14350 chrisman Rd  
 HOUSTON

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
*****				
OFFERING: ITEM # 760-P5-G5-S5-H1-A-20-R-E				
760 MOTOR PROTECTION SYSTEM				
*****				
		Gross Price		107,106.60
		Net value		107,106.60
Purchase order total value				107,106.60 USD

**P.O. General terms**

\*\*\* DOC. B0021, REV. E (06.13.2007) \*\*\*

**DELIVERY**

QUOTED DELIVERY: 6-8 WEEKS ARO.  
 LINE ITEMS MUST SHIP COMPLETE.  
 PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A R O VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE (as applicable) \_\_\_\_\_

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT [OAINBOX@PSI.PDV.COM](mailto:OAINBOX@PSI.PDV.COM)

**PDVSA**

Page : 3 of 8

**SUPPLIER:**

Lindseyca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100105592****Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW  
(DOC. B0010. REV. H, JUNE. 18 2008)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.\*\*\*

**I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*****A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. de PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superseded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below:

- \* 1 original invoice (signed with blue ink and prepared as described above)
- \* copy of executed bill of lading or air waybill
- \* copy of export packing list
- \* copy of export commercial invoice
- \* freight bill (whenever applicable)

**First class or registered mail address:**

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

**Courier service mailing address:**

Bariven S.A. o/o PDVSA Services Inc. Attn: Account Payable  
1283 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281)688-8263  
Contact Fax: (281)682-7678

**\*\*\* II. SHIPPING \*\*\***

- A. FREIGHT CHARGES: As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to P&I (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

**PDVSA**

Page : 3 of 8

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100105592****Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW  
(DOC. B0010. REV. H, JUNE. 18 2008)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.\*\*\*

**I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*****A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. de PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superseded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below:

- \* 1 original invoice (signed with blue ink and prepared as described above)
- \* copy of executed bill of lading or air waybill
- \* copy of export packing list
- \* copy of export commercial invoice
- \* freight bill (whenever applicable)

**First class or registered mail address:**

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

**Courier service mailing address:**

Bariven S.A. c/o PDVSA Services Inc. Attn. Account Payable  
1283 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marchman  
Contact Number: (281)688-8253  
Contact Fax: (281)682-7578

**\*\*\* II. SHIPPING \*\*\***

- A. FREIGHT CHARGES: As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to P&I (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

**P D V S A****Purchase order****5100105592****SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

- Commercial Invoice
- Packing List and/or Tally Sheet
- Bill of Lading or Air Waybill
- Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
  1. The purchase order is for Pipes and Shipping  
Marks Indicate MARACAIBO or GUANTA VENEZUELA.
  2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).  
Quality Assurance documentation - IF APPLICABLE - (Including but not limited to):
  - API Certificates- Material Test Reports/Mill Test Reports
  - Certificate of Conformance/Compliance
  - Certificate of Analysis
  - Non-destructive test reports
  - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

**FIRST CLASS MAILING ADDRESS:**

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

**COURIER SERVICE MAILING ADDRESS:**

Barlven S.A. c/a PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

**E-MAIL ADDRESS:**[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)**EUROPEAN ADDRESS:**

PDVSA SERVICES BV  
ATTN: RONALD PATERNOTTE  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

**EUROPEAN E-MAIL ADDRESS:**[LOGISTICS@PDVSA.NL](mailto:LOGISTICS@PDVSA.NL)**\*\*\* IV. PACKING \*\*\***

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

**Purchase order****SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**5100105592**

treatment in compliance with ISPM 16 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

**A. PACK MATERIALS** in one of the following ways

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one interior Package.
2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

**DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.****B. PACKING LIST** must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.

3. Shipping Unit number (if more than one).

**C. DANGEROUS/HAZARDOUS MATERIALS:** Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.**\*\*\* V. MARKING (MUST BE PERMANENT/WATERPROOF)\*\*\*****A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms

4. Order and item number (if a one-item Shipping Unit)

**C. SHIPPING UNIT NUMBERS:** Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

**\*\*\*VI. US EXPORT COMPLIANCE \*\*\* (IF APPLICABLE)**

**DESTINATION CONTROL STATEMENT:** According to U.S. Export Administration Regulations, Chapter 758.8, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



**SUPPLIER;**

Lindsayca USA  
1 4 3 5 0 chrisman Rd  
HOUSTON

**5100105592**

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

MECHANICAL EQUIPMENT TR300

Technical Requirements: TR300, revision 3, August 2012.

BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

**TECHNICAL REQUIREMENTS****AFTER RECEIVING ORDER - ARO****REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:**

- 2.1 GENERAL ARRANGEMENT/LAYOUT DRAWINGS.
- 2.2 PRODUCTION/MFG. DRAWINGS INCLUDING DETAIL WITH BOM.
- 2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS
- 2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

**IN-PROCESS (PRODUCTION)**

- 3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).
- 3.2 LIST OF REQUIRED IN PROCESS TESTING, (NOT. FUNCTION)
- 3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

**FINAL INSPECTION PROCESS**

- 4.1 MECHANICAL/FUNCTIONAL TESTING
- 4.2 ELECTRICAL/FUNCTIONAL TESTING
- 4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

**REQUIRED DOCUMENTATION PACKAGE**

- 5.1 MATERIAL TEST REPORTS (CMTR'S DATA SHEETS) TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204
- 5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS.
- 5.3 NOT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR AS APPLICABLE).
- 5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE)
- 5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

**6. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS). COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Gualrita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

**TECHDOCS@BARIVEN.COM**  
INSPECTIONS@PDVSA.COM

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

## Purchase order

### SUPPLIER:

Lindsayco USA  
14350 Chrisman Rd  
HOUSTON

5100105592

### IMPORTANT INSTRUCTIONS TO SELLER (Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

#### INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the Item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, sellers shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department [rainbox@psl.pdv.com](mailto:rainbox@psl.pdv.com)

#### Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

#### General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

#### Seller will send Invoices to:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

#### If using courier services, please use the street address:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

#### NOTE TO SUPPLIERS

Invoices will not be processed unless all export or quality documents are provided.

## **PDVSA**

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**

**5100105592**

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent

**PDVSA**

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

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**Purchase order** Purchasing

**5100105592**


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**SUPPLIER:**  
Lindsayca USA  
Former: Lindsayca USA, Inc  
14350 Chrisman Rd  
HOUSTON  
USA  
POSTAL CODE: 77039 PO BOX: --  
SALESPERSON / PHONE: ALEJANDRO SABATINO/+1  
(713) 4679560  
FAX: 7134679561  
**PDVSA SUPPLIER CODE:** 350015797

**DATE** : February, 26 2013  
**CONTACT** : Rosalind Benford  
**TEL. USA** : (281) 5886473  
**E-MAIL**  
2815886286/[benfordr@psi.pdv.com](mailto:benfordr@psi.pdv.com)  
**YOUR REF.** 2013-0108-04

**INSTRUCTIONS FOR SUPPLIERS :**  
2013 FOR SHIPPING INSTRUCTIONS CALL:

**DELIVERY DATE :** May, 01

CLOVER INTERNATIONAL INC/Pick up Dp  
Tlf: 2814499700 Fax 281-449-1630  
15700 International Plaza Dr.Suite #100  
[dispatch@houston.clovergroup.com](mailto:dispatch@houston.clovergroup.com)  
HOUSTON TX 77032

**INSTRUCTIONS FOR FREIGHT FORWARDER:**  
**PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS**

**TERMS OF DELIVERY :** FCA VNDR'S WHSE, HOUSTON, TX.  
**PAYMENT TERMS.** : net 30 days

**CURRENCY :** USD

**Shipping Marks**

BARIVEN, S.A./PDVSA PETROLEO / MYM PUER  
5100105592/XG63058216

PLC-PUERTO LA CRUZ  
via :BARCELONA, VENEZUELA  
PRIORITY LEVEL: 2  
FIELD EXPEDITING: N  
INSPECTION FLAG: N

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001 00657107	15 Piece	RELAY PROTECCIO	7,140.44	107,106.60

**Purchase order text** RELAY, FUNCTION PROTECTION, CONTROL Y MONITORE, OPERATING MECHANISM ALETRONIC, TYPE SR-760-P5-G5-S5-HI-A20-R, DRIVE ELECTRIC, VOLTAGE 125 VAC, CURRENT 5A, FREQUENCY 60 HZ, MANUFACTURER AND CATALOG No GE POWER MANAGEMENT SR760II, USE LINE PROTECTION.

**Additional technical specs.**

**PDVSA**

Page: of 8

**SUPPLIER:**

Lindsayca USA  
 14250 chrisman Rd  
 HOUSTON

**Purchase order****5100105592**

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
*****				
OFFERING: ITEM # 760-P5-GS-S5-HI-A-20-R-E				
760 MOTOR PROTECTION SYSTEM				
*****				
Gross Price				107,106.60
Net value				107,106.60
Purchase order total value				107,106.60 USD

**P.O. General terms**

\*\*\* DOC. B0021, REV: E (06.13.2007) \*\*\*

**DELIVERY**

QUOTED DELIVERY: 6 - 8 WEEKS ARO.  
 LINE ITEMS MUST SHIP COMPLETE.  
 PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED:

**ORDER ACKNOWLEDGEMENT**

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT [OAINROX@PSI.PDV.COM](mailto:OAINROX@PSI.PDV.COM)

**P** DVSA

age : 3 of 8

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**

**5100105592**

**Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW  
(DOC. 80010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER:

\*\*\* I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*

A. COMMERCIAL INVOICE PREPARATION:

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superseded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided: if more than one is provided, indicate each one with the corresponding item.

B. INVOICE DISTRIBUTION FOR PAYMENT:

- For payment purposes submit the following documents to the address that appears below:
- 1 original invoice (signed with blue ink and prepared as described above)
  - copy of executed bill of lading or air waybill
  - copy of export packing list
  - copy of export commercial invoice
  - freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A./c/o PDVSA Services Inc./Attn: Account Payable  
1293 Eldridge Parkway/Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281)588-6253  
Contact Fax: (281)582-7578

• II. SHIPPING \*\*\*

- A. FREIGHT CHARGES: As per P.O. delivery terms: Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS:

• III. SHIPPING DOCUMENTS

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met:
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI: (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

**P D V S A**

P a g e : 4 o f 8

**Purchase order****5100105592****SUPPLIER:**

Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

**Commercial Invoice**

•Packing List and/or Tally Sheet

•Bill of Lading or Air Waybill

\* Certificate of Origin Legalized by the Venezuelan  
Consulate is required when either of the following is  
true:

1. The purchase order is for Pipes and Shipping  
Marks Indicate MARACAIBO or GUANTÁ VENEZUELA.
2. The purchase order is for equipment or material  
whose country of origin is Argentina, Brazil,  
Colombia, Chile, or Mexico:

•Material Safety Data Sheet (MSDS)- MUST ACCOMPANY  
DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).

•Quality Assurance documentation - IF APPLICABLE - (Including but not limited to):

- API Certificates- Material Test Reports/Mill Test  
Reports

- Certificate of Conformance/Compliance

- Certificate of Analysis

- Non-destructive test reports

- Mechanical or other Performance test results

- C. 1 copy of the above referenced documentation must be  
sent with the shipment.

- D. 1 copy of all the above  
referenced documentation, must be sent electronically and  
by mail to the appropriate address below.

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

1. Transmittal form must be provided for all partial  
deliveries, and must clearly identify line items for  
which the documents belong.

2. E-mailed documents must include the Supplier Name,  
and P.O. number in the subject line.

3. All Hard Copies and Electronic User Manuals/Technical  
Data Books delivered with the purchase order, must  
ALSO be sent electronically by e-mail or mailed CD to  
the appropriate address below.

**FIRST CLASS MAILING ADDRESS:**

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

**COURIER SERVICE MAILING ADDRESS:**

Bariven S.A. do PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

**E-MAIL ADDRESS:**

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

**EUROPEAN ADDRESS:**

PDVSA SERVICES BV  
ATTN: RONALD PATERNOTTE  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

**EUROPEAN E-MAIL ADDRESS:**

[LOGISTICS@PDVSA.NL](mailto:LOGISTICS@PDVSA.NL)

**\*\*\* IV. PACKING \*\*\***

As of May 2005 wooden packing to Venezuela must show a marking  
that the wood was either treated with methyl bromide or has been  
heat treated and does not present/display evidence of quarantine  
pests. All wood used in the boxing/crating, palletizing,  
skidding, or blocking and bracing of the material on this  
Purchase Order must have undergone sufficient processing or



**PDVSA****SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100105592**

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**A. PACK MATERIALS** In one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.

DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.

2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

**B: PACKING LIST** must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.

3. Shipping Unit number (if more than one).

**C: DANGEROUS/HAZARDOUS MATERIALS:** Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D: EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.**V. MARKING (MUST BE PERMANENT/WATERPROOF)"****A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and Item number (if a one-item Shipping Unit)

**C: SHIPPING UNIT NUMBERS:** Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.): Enclose and attach Packing List to shipping unit number 1:**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E: CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchasers prior approval.**F. FRAGILE MATERIAL PACKAGES:** (Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

**VI. US EXPORT COMPLIANCE (IF APPLICABLE)**

**DESTINATION CONTROL STATEMENT:** According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100105592**

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCs:

**Requir docs/Inspec/Field Exped**

MECHANICAL EQUIPMENT TR300

Technical Requirements: TR300, revision 3, August 2012:  
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

**TECHNICAL REQUIREMENTS****AFTER RECEIVING ORDER - ARO****REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:**

- 2.1 GENERAL ARRANGEMENT/LAYOUT DRAWINGS:
- 2.2 PRODUCTION/MFG. DRAWINGS INCLUDING DETAIL WITH BOM.
- 2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS
- 2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

- IN-PROCESS (PRODUCTION)
- 3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).
- 3.2 LIST OF REQUIRED IN PROCESS TESTING, (NDT, FUNCTION)
- 3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

- FINAL INSPECTION PROCESS
- 4.1 MECHANICAL/FUNCTIONAL TESTING
- 4.2 ELECTRICAL/FUNCTIONAL TESTING
- 4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

- REQUIRED DOCUMENTATION PACKAGE
- 5.1 MATERIAL TEST REPORTS (CMTR'S, DATA SHEETS) TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204
- 5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS:
- 5.3 NDT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR AS APPLICABLE).
- 5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE).
- 5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

**6. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).

COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1: TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Gualrita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela: Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

TECHDOCS@PSI-PDV.COM  
INSPECTIONBY@PDVSA.COM

6.3: ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT:

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

## Purchase order

### SUPPLIER:

Lindsayca USA  
1 4 3 5 0 chrisman Rd  
HOUSTON

5100105592

### IMPORTANT INSTRUCTIONS TO SELLER (Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-20)8)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

#### INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. Go PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@[psi.pdv.com](mailto:psi.pdv.com)

#### Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

#### General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

#### Seller will send Invoices to:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

#### If using courier services, please use the street address:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

#### NOTE TO SUPPLIERS

Invoices will not be processed unless all export or quality documents are provided

**PDVSA**

Page 4 of 8

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**

**5100105592**

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent

**Composite Exhibit “B”**

**INVOICE**

14350 Chrisman Road  
Houston TX 77039  
713 467 9560  
Fax: 713 467 9561  
[www.lindsaycausa.com](http://www.lindsaycausa.com)

Invoice No.: 001712  
Invoice Date: 07/31/13  
Due Date: 08/30/13  
PO No.: PO#5100106945 RFQ#6500241551  
TAX ID :  
Page No.: Page 1 of 1

Bariven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway

Clover International Inc.  
14134 Vickery Dr.

Houston TX 77077  
USA

Houston TX 77032  
USA

Contact Name:

Terms: NET 30

Ship Via:

TSMSPSMLTPSM0024	2 PLATE 1/4", 96' X 48" X 1/4" SS, ASTM A240 GR240 T-410	\$ 2,943.14	\$ 5,886.28
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 91/8, 12'L GARDE UNS N04400	\$ 10,450.00	\$ 20,900.00
Subtotal			\$ 26,786.28

. 1 . 0 7 \* \* \* \* \*

Account No: 2533168984  
Houston, TX, 77019 - 6043  
Compass Bank  
LINDSAYCA USA INC  
Routing No: 113010547

Balance Due  
Total \$ 26,786.28

Remarks: PO#5100106945 RFQ#6500241551

Delivery Terms: FCA VNDR'S WHSE Houston TX  
Payment Terms: NET 30  
Item#00300257  
HTS#7505.12.00.00  
ECCN#EAR99  
License#NLR  
Item#00300026  
HTS#7505.12.00.00  
ECCN#EAR99  
License#NLR

**RECEIVED IN  
GOOD ORDER  
SUBJECT TO  
VERIFICATION**

**[Logo] PDVSA**

BARIVEN, S.A.  
c/o PDVSA Services, Inc.

Purchasing Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

**Purchase order****5100106945**

SUPPLIER:  
Lindsayca USA  
Former: Lindsayca USA, Inc  
14350 Chrisman Rd  
HOUSTON  
USA  
POSTAL CODE: 77039 PO BOX: --  
SALESPERSON / PHONE: Jose Saa/+1 (713)  
4679560  
FAX: 7134679561  
PDVSA SUPPLIER CODE: 350015797

DATE : April 25 2013  
CONTACT : Compras int dispon  
TEL. USA : 212 9580268  
E-MAIL

INSTRUCTIONS FOR SUPPLIERS :  
SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : May, 25 2013 FOR

CLOVER INTERNATIONAL INC/Pick up Dp  
Tlf: 2814499700 Fax 281-449-1630  
18700 International Plaza Dr.Suite #100  
[dispatch@houston.clovergroup.com](mailto:dispatch@houston.clovergroup.com)  
HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:  
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FOB CLOVER HOUSTON TX  
PAYMENT TERMS. : net 30 days

CURRENCY : USD

P.O. General Comments  
ADRIAN VALDIVIA  
BUYER  
PDVSA SERVICES INC.  
1293 Eldridge Parkway  
Houston TX, 77077  
Telephone: (281)588-6361  
[E-mail: avaldivia@psi.pdv.com](mailto:avaldivia@psi.pdv.com)

Shipping Marks  
BARIVEN, S.A./PDVSA PETROLEO / MYM PUER  
5100106945/XG63057869

PLC-PUERTO LA CRUZ  
via :BARCELONA, VENEZUELA  
PRIORITY LEVEL: 2  
FIELD EXPEDITING: N  
INSPECTION FLAG: N

**PDVSA**

Page: 2 of 8

**SUPPLIER:**

Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

**Purchase order****5100106945**

ITEM MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001 00300257	2	Piece	SHEET SS ASTM A 2,943.14		5,886.28

Purchase order text SHEET, MATERIAL STAINLESS STEEL, MATERIAL STANDARD AND GRADE ASTM A 240 GR410, DIMENSIONS 96X48X1/4 in.

00002 00300026	2	Piece	CYL SOLD M 9-1/ 10,450.00		20,900.00
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Purchase order text CILINDER, SOLID, MATERIAL MONEL, MATERIAL STANDARD ASTM B 164, DIAMETER 9-1/8 IN, LENGTH 12 IN, GRADE UNS N04400.

Gross Price	26,786.28
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Net value	26,786.28
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Purchase order total value	26,786.28 USD
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**P.O. General terms**

DOC. B0021, REV. E (06.13.2007) \*\*\*

**DELIVERY**

QUOTED DELIVERY 3-4 WEEKS ARO.  
LINE ITEMS MUST SHIP COMPLETE.  
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL. AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT [OAINBOX@PSI.PDV.COM](mailto:OAINBOX@PSI.PDV.COM)

**PDVSA**

Page: 3 of 8

order

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**5100106945****Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/CAI/FAS/EXW  
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

**\*\*\* I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*****A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superseded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below:

- \* 1 original invoice (signed with blue ink and prepared as described above)
- \* copy of executed bill of lading or air waybill
- \* copy of export packing list
- \* copy of export commercial invoice
- \* freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A./c/o PDVSA Services Inc. Attn. Account Payable  
1293 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281) 588-6253  
Contact Fax: (281) 582-7578

**\*\*\* II. SHIPPING \*\*\***

**A. FREIGHT CHARGES:** As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.

**B. DO NOT SHIP PARTIALS** unless written authorization is provided by PDVSA SERVICES INC. personnel.

**C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.**

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

**A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.**

**B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):**



# PDVSA

Page : 4 of 8

## SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

## Purchase order

5100106945

- Commercial Invoice
- Packing List and/or Tally Sheet
- Bill of Lading or Air Waybill
- Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
  1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
  2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
- Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
  - API Certificates- Material Test Reports/Mill Test Reports
  - Certificate of Conformance/Compliance
  - Certificate of Analysis
  - Non-destructive test reports
  - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

## FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

## COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077.  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

## E-MAIL ADDRESS:

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

## EUROPEAN ADDRESS:

PDVSA SERVICES BV  
ATTN. RONALD PATERNOTTE  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

## EUROPEAN E-MAIL ADDRESS:

[LOGISTICS@PDVSA.NL](mailto:LOGISTICS@PDVSA.NL)

## \*\*\* IV. PACKING \*\*\*

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

**PDVSA**

Page: 5 of 8

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100106945**

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**A. PACK MATERIALS** in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.

**DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.**

2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

**B. PACKING LIST** must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

**C. DANGEROUS/HAZARDOUS MATERIALS:** Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)

**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.

**\*\*\* V. MARKING (MUST BE PERMANENT/WATERPROOF) \*\*\***

**A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.

**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

**C. SHIPPING UNIT NUMBERS:** Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.

**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.

**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.

**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"  
"HANDLE WITH CARE - MANEJESE CON CUIDADO"  
"THIS END UP - ARRIBA"  
(SHOW AN ARROW POINTING UP)

**\*\*\* VI. US EXPORT COMPLIANCE \*\*\* (IF APPLICABLE)**

**DESTINATION CONTROL STATEMENT:** According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of

**PDVSA****P**age : 6 of 8**Purchase order****SUPPLIER:**

Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

**5100106945**

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the Invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

**Requir docs/Inspec/Field Exped**

EQUIPMENT / DOCUMENT REQUIREMENTS TR1000

Technical Requirements: TR1000, revision 6, August 2012  
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

**THE FOLLOWING IS REQUIRED WITH THE QUOTE:**

- 1.1 PROPOSED EQUIPMENT SPECIFICATIONS / DATA SHEETS.
- 1.2 TYPICAL PERFORMANCE CHARACTERISTICS/PARAMETERS.
- 1.3 GENERAL/LAYOUT ARRANGEMENT DRAWINGS.
- 1.4 ADVICE MATERIAL ORIGIN - MILLS, CASTINGS AND FORGINGS.
- 1.5 STANDARD/OPTIONAL FEATURES.
- 1.6 RECOMMENDED SPARE PARTS LISTING, PRICED (AS APPLICABLE)
- 1.7 LIST OF EXCEPTIONS (AS APPLICABLE)

REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:  
2.1 GENERAL ARRANGEMENT OR DETAIL DRAWINGS (AS APPLICABLE).  
2.2 PRODUCTION/IMG. DRAWINGS INCLUDING DETAIL WITH BOM.  
2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS  
2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

**IN-PROCESS (PRODUCTION)**

- 3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).
- 3.2 LIST OF REQUIRED IN PROCESS TESTING, (NDT, FUNCTION)
- 3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

**FINAL INSPECTION PROCESS**

- 4.1 MECHANICAL/FUNCTIONAL TESTING
- 4.2 ELECTRICAL/FUNCTIONAL TESTING
- 4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

**REQUIRED DOCUMENTATION PACKAGE**

- 5.1 MATERIAL TEST REPORTS (CMTR'S, DATA SHEETS.)
- 5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS.
- 5.3 NDT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR APPLICABLE NDT PERFORMED).
- 5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE).
- 5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

**6. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL REPORTS, REPORTS, QC CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST, INSTRUCTIONS, AND TEST CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).  
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guaita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

[TECHDOCS@PSI.PDV.COM](mailto:TECHDOCS@PSI.PDV.COM)  
[TECHDOCS@BARIVEN.EU](mailto:TECHDOCS@BARIVEN.EU)  
[INSPECTIONBV@PDVSA.COM](mailto:INSPECTIONBV@PDVSA.COM)

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**P D V S A**      P a g e      7      o f      8

**Purchase order**

SUPPLIER:  
Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

**5100106945**

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BU00, rev.9, 03-20-2013)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. do PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department [psinbox@psl.pdv.com](mailto:psinbox@psl.pdv.com)

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

Unless indicated differently in the Purchase Order, your obligations against this order will be considered fulfilled, only if your export shipping documentation, including the required set of original manually signed invoices, is submitted to our forwarders at the latest on the same day cargo is delivered in accordance with the delivery terms of the Purchase Order. In case seller is responsible for the export arrangements to destination obligations will be considered fulfilled upon receipt of original shipping documents as defined in the Purchase Order.

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.  
do PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Erika Garrido  
Phone: (281)588-6208; Fax: (281) 588-6168

If using courier services, please use the street address:

BARIVEN, S.A.  
do PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Erika Garrido  
Phone: (281)588-6208; Fax: (281) 588-6168

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**FOR US. GOODS / TECHNOLOGY / KNOW-HOW UNDER US EXPORT CONTROLS OR REQUIRING AN EXPORT LICENSE.**



[Logo] **Case 4:21-CV-000037 Document 1 Filed on 01/06/21 in TXSD Page 42 of 84**

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**

**5100106945**

**DESTINATION CONTROL STATEMENT:**

According to U.S. Export Administration Regulations, Chapter 758.6,  
"These commodities, technology or software will be exported from the Port of Origin in accordance with the Export Administration Regulations.  
Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order.

The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

According to the US Export Law, the Exporter of Record or Shipper of Record definition was replaced by U.S. Principal in Interest (USPPI).

Primary responsibility for compliance with the Export Administration Regulations (EAR) falls on the "principal parties in interest" (PPI) in a transaction:

USPPI: Seller in USA  
FPPI: Bariven, S.A., Venezuela

The U.S. Principal Party in Interest is the person in the United States that receives the primary benefit monetary or otherwise of the export transaction. According to this definition (confirmed by the U.S. Census Bureau) the Selling party in the USA is the USPPI.

The USPPI must:

1. Prepare the EEI or authorize a forwarding or other agent to prepare and file the EEI, with a power of attorney or written authorization.
2. If authorizing a forwarding or other agent, provide information to such agent for completing the EEI.
3. Maintain documentation to support the information reported on the EEI.

The USPPI is considered the exporter and must determine licensing authority and has the sole responsibility to obtain the appropriate license or any other authorization. This also applies if the transaction is considered a routed export transaction for purposes of filing electronic export information pursuant to the Foreign Trade Regulations (15 C.F.R. part 30).

The Foreign Trade Regulations (15 C.F.R. part 30) requires the USPPI to furnish the FPPI or its agent (our nominated forwarder) with information for the purposes of filing electronic export information.

1. Name and address of the U.S. principal party in interest;
2. U.S. principal party in interest's, IRS, EIN;
3. Point of origin (State or FTZ);
4. Schedule B description of commodities;
5. Domestic (D), foreign (F), or FMS (M) code;
6. Schedule B Number;
7. Quantity/unit of measure;
8. Value;
9. Upon request from the foreign principal party in interest or its agent, the Export Control Classification Number (ECCN) or sufficient technical information to determine the ECCN; and
10. Any information that it knows will affect the determination of license authority.

Above definitions apply in spite of any earlier indications and / or actions taken at an earlier stage for this or any other order placed by one of the purchasing agents of Bariven S.A. where mentioned responsibilities for the USPPI have been diverted to any other party then defined above.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.

Regards,

Bariven, S . A . - C/O. PDVSA Services, INC.  
Purchasing Agent

***Composite Exhibit “C”***

LINDSAYCAUSA USA INVOICE

14350 Chrisman Road  
Houston TX 77039  
713 467 9560  
713 467 9561  
[www.lindsaycausa.com](http://www.lindsaycausa.com)

Invoice No.: 001724  
Invoice Date: 11/12/13  
Due Date: 12/2/13  
PO No.: PO#5100106218 RFQ#6500243769  
TAX ID:  
Page No.: Page 1 of 1

## BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway  
Houston TX 77077  
USA

## SHIP TO

DK Global Forwarding

Contact Name:  
Terms: NET 30  
Ship Via:

Item	Quantity	Description	Unit/Price	Total		
TSMSPSMLTPSM0001	800	PIP 00344063 PIP SML 1/2IN 0,30 LB/FT A269TP316 PL 20FT		\$ 35.90		\$ 28,720.00
TSMSPSMLTPSM0002	500	TUB 00308092 TUB SML CS 1IN 20FT		\$ 21.12		\$ 10,560.00
TSMSPSMLTPSM0003	60	PIP 00315608 PIP SML 3/8IN 0,22 LB/FT A269TP316 PL 20FT		\$ 25.71		\$ 1,542.60
TSMSPSMLTPSM0004	150	PIP 00315610 PIP SML 1/4IN 0,11 LB/FT A269TP316 PL 20 FT		\$ 15.71		\$ 2,356.50
TSMSPSMLTPSM0005	80	PIP 00315611 PIP SML 3/8IN 0,17 LB/FT A269TP316 PL 20 FT		20.39		\$ 1,631.20
TSMSPSMLTPSM0006	3,000	TUB 00315619 TUB SML AL-LATON 3141N 16FT		\$ 62.20		\$ 188,700.00
TSMSPSMLTPSM0007	40	PIP 00315625 PIP SML 0,840 IN BS 2871 CZ 110 PART 2 20FT		\$ 146.42		\$ 5,856.80
TSMSPSMLTPSM0008	80	PIP 00315626 PIP SML 1.050IN 20FT		\$ 196.92		\$ 15,953.60
TSMSPSMLTPSM0009	80	PIP 00315627 PIP SML 1.315IN BS 2871 CZ 110 PART 2 T 20FT		\$ 279.31		\$ 22,344.80
...SPSMLTPSM0010	80	PIP 00315628 PIP SML 1.91N BS 2871 CZ 110 PART 2 ACO 20FT		\$ 489.36		\$ 39,148.80
TSMSPSMLTPSM0011	120	PIP 00315629 PIP SML 2.375 IN BS 2871 CZ 110 PART 2 20FT		\$ 645.27		\$ 77,432.40
TSMSPSMLTPSM0012	600	TUB 00368168 TUB SML ALEACION COOPER-NICKEL 1IN 16 FT		\$ 196.91		\$ 118,146.00
TSMSPSMLTPSM0013	1,200	TUB 00368179 TUB SML ALEACION COOPER-NICKEL 1IN 16FT		\$ 152.46		\$ 183,576.00
TSMSPSMLTPSM0014	200	TUB 00368187 TUB SW. CS 3/4IN 20FT				
TSMSPSMLTPSM0015	400	TUB 00368190 TUB SML CS 1IN 16FT		\$ 16.93		\$ 6,772.00
TSMSPSMLTPSM0016	2,000	TUB 00368192 TUB 1IN 20FT		\$ 25.21		\$ 50,420.00
				Subtotal		\$ 755,866.70

• Wire Transfer to

LINDSAYCA USA INC Compass Bank  
Houston, TX, 77019 - 6043 Routing No: 113010547  
Account No: 2533168984

Total \$ 755,866.70

Balance Due \$ 755,866.70

Remarks: Bariven, S. A. do  
PDVSA Services, Inc.  
PO#5100106218  
RFQ#6500243769  
Delivery Terms: FCA  
Shanghai, Port China Payment Terms: 30 Days

Thanks for sending us your payment promptly. We appreciate your business!

**PDVSA**

BARIVEN, S.A.  
 c/o PDVSA Services, Inc.  
 Purchasing Agent (BU00)  
 1293 Eldridge Parkway  
 Houston, Texas 77077  
 United States of America

**Purchase order****5100106218**

SUPPLIER:  
 Lindsayca USA  
 Former: Lindsayca USA, Inc  
 14350 chrisman Rd  
 HOUSTON  
 USA  
 POSTAL CODE: 77039 PO BOX: --  
 SALESPERSON / PHONE: ALEJANDRO SABATINO/+1  
 (713) 4679560  
 FAX: 7134679561  
 PDVSA SUPPLIER CODE: 350015797

DATE : March,26 2013  
 CONTACT : Rosalind Benford  
 TEL. USA : (281)5886473  
 E-MAIL  
 2815886286/[benfordr@psi.pdv.com](mailto:benfordr@psi.pdv.com)  
 YOUR REF. 2013-014-01

INSTRUCTIONS FOR SUPPLIERS : DELIVERY DATE : June,19  
 2013 FOR SHIPPING INSTRUCTIONS CALL:

DHL Global Forwarding  
 TEL 281-964-2500 Fax. 281-964-2685  
 19120 Kenswick Drive  
[pdvsa@dhl.com](mailto:pdvsa@dhl.com)

Humble - Texas TX 77338  
 INSTRUCTIONS FOR FREIGHT FORWARDER:  
 PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA SHANGHAI, PORT CHINA  
 PAYMENT TERMS.: net 30 days \*\*V\*\*

CURRENCY : USD

Shipping Marks  
 BARIVEN, S.A./PDVSA PETROLEO / MYM CARD  
 5100106218/XK63057302  
 INVENTARIO  
 CDN-CARDON  
 via :GUARANAO, VENEZUELA  
 PRIORITY LEVEL: 4  
 FIELD EXPEDITING: N  
 INSPECTION FLAG: N

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001 00344063	800	JOINT PIP SML I/2IN 0	35.90	28,720.00

Shipping instructions : Pipe > 6" bundled w/ ??

Purchase order text FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS,  
 MATERIAL STAINLESS STEEL, OUTSIDE DIAMETER 1/2 in, WALL THICKNESS 0.065 in, WEIGHT  
 0.30 lb/ft, STANDARD AND GRADE ASTM A 269 TP316, ENDS DESIGN PLAINS, LENGHT 20 ft (6  
 m).



P DVSA

Page: 3 of 1

**Purchase order****5100106218**

## SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

ITEM MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
GRADE 6/10 OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.					

00008 00315626	80	Piece	PIP SML 1.0501N	198.92	15,913.60
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.050 in, WALL THICKNESS 0.114 in, STANDARD, GRADE 6/10 OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00009 00315627	80	Piece	PIP SML 1.315IN	279.31	22,344.80
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.315 in, WALL THICKNESS 0.126 in, STANDARD, GRADE 6/10 OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00010 00315628	80	Piece	PIP SML 1.91N B	489.36	39,148.80
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.900 in, WALL THICKNESS 0.150 in, STANDARD, GRADE 6/10 OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN COUPLED, LENGHT 20 ft.

00011 00315629	120	Piece	PIP SML 2.375 1	645.27	77,432.40
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 2.375 IN, WALL THICKNESS 0.156 in, STANDARD, GRADE 6/10 OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00012 00368168	600	Piece	TUB SML ALHACIO	196.91	118,146.00
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Purchase order text TUBE, MANUFACTURING PROCESS SEAMLESS, USE HEAT EXCHANGER, MATERIAL COPPER-NICKEL ALLOY, STANDARD AND GRADE ASTM B 111 C71500, EXTERNAL DIAMETER 1IN, GAGE 14 BWG, LENGTH 16FT 7-3/4IN, ENDS DESING PLAINS.

00013 00368179	1,200	Piece	TUB SML ALHACIO	152.48	182,976.00
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Harmonized Tariff Code : 7411220000

Purchase order text TUBE, MANUFACTURING PROCESS, SEAMLESS, MATERIAL COPPER-NICKEL ALLOY, STANDARD AND GRADE ASTM B 111 C70600, EXTERNAL DIAMETER 1IN, GAGE 14 BWG, LENGTH 16FT, ENDS DESING PLAINS.

00014 00368187	200	Piece	TUB SML CS 3/41	16.73	3,346.00
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P D V S A P a g e : 5 o f 1

**Purchase order**

**5100106218**

**SUPPLIER:**

Lindsayco USA  
14350 chrisman Rd  
HOUSTON

P.O. General terms

"" DOC. B0021, REV. E (06.13.2007) ""

**DELIVERY**

QUOTED DELIVERY: 12 WEEKS ARO.  
LINE ITEMS MUST SHIP COMPLETE.  
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT [OAINBOX@PSI.PDV.COM](mailto:OAINBOX@PSI.PDV.COM)

**P D V S A** P a g e : 7 o f 1

## Purchase order

**5100106218**

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

Commercial Invoice  
Packing List and/or Tally Sheet  
Bill of Lading or Air Waybill  
Certificate of Origin Legalized by the Venezuelan  
Consulate is required when either of the following is  
true:

1. The purchase order is for Pipes and Shipping  
Marks indicate MARACAIBO or GUANTA VENEZUELA.
2. The purchase order is for equipment or material  
whose country of origin is Argentina, Brazil,  
Colombia, Chile, or Mexico.

Material Safety Data Sheet (MSDS)- MUST ACCOMPANY  
DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).  
Quality Assurance documentation - IF APPLICABLE - (including but not limited to):

- API Certificates- Material Test Reports/Mill Test

Reports

- Certificate of Conformance/Compliance
- Certificate of Analysis
- Non-destructive test reports
- Mechanical or other Performance test results

C. 1 copy of the above referenced documentation must be  
sent with the shipment.

D. 1 copy of all the above  
referenced documentation, must be sent electronically and  
by mail to the appropriate address below.

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

1. Transmittal form must be provided for all partial  
deliveries, and must clearly identify line items for  
which the documents belong.
2. E-mailed documents must include the Supplier Name,  
and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical  
Data Books delivered with the purchase order, must  
ALSO be sent electronically by e-mail or mailed CD to  
the appropriate address below.

### FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

### COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077.  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

### E-MAIL ADDRESS:

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

### EUROPEAN ADDRESS:

PDVSA SERVICES BV  
ATTN. RONALD PATERNOTTE  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

### EUROPEAN E-MAIL ADDRESS:

[LOGISTICS@PDVSA.NL](mailto:LOGISTICS@PDVSA.NL)

### \*\*\* IV. PACKING\*\*

As of May 2005 wooden packing to Venezuela must show a marking  
that the wood was either treated with methyl bromide or has been  
heat treated and does not present/display evidence of quarantine  
pests. All wood used in the boxing/crafting, palletizing,  
skidding, or blocking and bracing of the material on this  
Purchase Order must have undergone sufficient processing or

# PDVSA

Page: 9 of 1

## Purchase order

5100106218

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

VALVES: GATE, BALL, PLUG, CHECK, BUTTERFLY TR1100

Technical Requirements: TR1100, revision 3, August 2012.

BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

INCLUDING CONTROL VALVES W/O ACTUATORS

### NOTES:

- ALL VALVES SHALL BE SUPPLIED AS ORIGINALLY PRODUCED BY MANUFACTURER. ANY VALVE MODIFICATIONS WILL BE CAUSE FOR REJECTION, UNLESS EXPLICITLY APPROVED BY PURCHASER DURING QUOTATION PROCESS. VALVES MUST BE NEW (RECENT MANUFACTURING) & UNUSED.

AFTER RECEIVING ORDER - ARO

SHALL COMPLY WITH API 598

#### 2.1 SHIPPING WEIGHT AND DIMENSIONS

2.2 ALL TRIM MATERIALS (STEM, DISC, AND SEAT) MUST BE PROVIDED AS REQUIRED IN THE REQUEST FOR QUOTE OR P.O.

2.3 VENDOR MUST PROVIDE MATERIAL TEST REPORTS FOR MAIN VALVE COMPONENTS (BODY, STEM, AND TRIM)

3.1 CMTR'S (ON PRESSURE CONTAINING & WET COMPONENTS, AS APPLICABLE), TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204

3.2 NOT CERTIFICATES (AS APPLICABLE)

4.1 CASTING VISUAL EXAMINATION ACCORDING STANDARD MSS SP-55

4.2 SEAT LEAKAGE TEST REPORT (AS APPLICABLE)

4.3 HYDROSTATIC CERTIFICATE FOR VALVE BODIES

4.4 HIGH PRESSURE CLOSURE TEST

4.5 HIGH PRESSURE PNEUMATIC SHELL TEST

5.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS (AS APPLICABLE)

#### 6.1 PRODUCTION SCHEDULE

#### 6.2 QUALITY PLAN

#### 7. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS). COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

7.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Gualitta, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn: Technical Services Department.

7.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

[TECHDOCS@PSLPDV.COM](mailto:TECHDOCS@PSLPDV.COM)

[TECHDOCS@BARIVEN.EU](mailto:TECHDOCS@BARIVEN.EU)

[INSPECTIONRV@PDVSA.COM](mailto:INSPECTIONRV@PDVSA.COM)

7.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

7.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

7.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**P D V S A** P a g e : 1 1 o f 1 1

**Purchase order**

SUPPLIER:

Lindsayca USA

14350 chrisman Rd

HOUSTON

**5100106218** \_\_\_\_\_

Regards,

Bariven, S.A.- C/O. PDVSA Services, INC.

Purchasing Agent

***Composite Exhibit “D”***

14350 Chrisman Road  
Houston TX 77039  
713 467 9560  
713 467 9561  
[www.lindsaycausa.com](http://www.lindsaycausa.com)

Invoice No.: 001741  
Invoice Date: 01/14/14  
Due Date: 02/13/14  
PO No.: PO#5100106157/Rfq#6500247663  
TAX ID :

Page No.: Page 1 of 1

## SHIP TO

Bariven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway

Clover International Inc.  
14134 Vickery Dr.

Houston TX 77077  
USA

Houston TX 77032  
USA

Contact Name:  
Terms: NET 30  
Ship Via:

Item	Quantity	Description	Unit Price	Total
TB&BBATT120V0001	18	BLOCK BATTERY VE 92cells, 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 41,220.85	\$ 741,975.30
TB&BBATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560L,	\$ 210,316.32	\$ 420,632.64
TB&BBATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237,864.01	\$ 713,592.03
TB&BBATT120V0004	2	BLOCK BATTERY VE 92 CELLS, 30VDC NiCad CONSISTING OF 25 EACH PAR NO: FNC 40M RATED 40AH	\$ 8,717.99	\$ 17,435.98
TB&BBATT110V0001	3	BLOCK BATTERY 92 cells, 110VDC NiCad System consisting of 92 ea FNC 35H Rated	\$ 38,349.96	\$ 115,049.88
TB&BBATT120V0005	2	BLOCK BATTERY 92 cells. 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114,463.84	\$ 228,927.68
TB&BBATT24V00001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 4C	\$ 6,959.84	\$ 20,879.52
dBATT24V00002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 6C	9,091.45	\$ 9,091.45
TB&BBATT240V0001	2	BLOCK BATTERY 184 cells, 240 VDC NiCad Battery System of 200 ea. PN: FNC 180M	\$ 191,502.76	\$ 383,005.52
TB&BBATT288V0001	2	BLOCK BATTERY VE 223 cells. 288VDC NiCad System consisting of 236 ea PN FNC 180M	\$ 225,903.59	\$ 451,807.18
TB&BBATT24V00003	4	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 44	\$ 36,517.12	\$ 146,068.48

\* Wire Transfer to

LINDSAYCA USA INC  
Compass Bank  
Houston, TX, 77019 - 6043  
Routing No: 113010547  
Account No: 2533168984

**PDVSA**

BARIVEN, S.A.  
 C/O PDVSA Services, Inc.  
 Purchasing Agent (BU00)  
 1293 Eldridge Parkway  
 Houston, Texas 77077  
 United States of America

**Purchase order****5100106157**

SUPPLIER:  
 Lindsayca USA  
 Former: Lindsayca USA, Inc  
 14350 Chrisman Rd  
 HOUSTON  
 USA  
 POSTAL CODE: 77039 PO BOX: --  
 SALESPERSON / PHONE: ALEJANDRO SABATINO/+1  
 (713) 4679560  
 FAX: 7134679561  
 PDVSA SUPPLIER CODE: 350015797

DATE : March, 25 2013  
 CONTACT : Rosalind Benford  
 TEL. USA : (281) 5886473  
 E-MAIL  
 2815886286/benfordr@psi.pdv.com  
 YOUR REF. 2013-0211-01

INSTRUCTIONS FOR SUPPLIERS :  
 SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : July, 22 2013 FOR

CLOVER INTERNATIONAL INC/Pick up Dp  
 Tlf: 2814499700 Fax 281-449-1630  
 15700 International Plaza Dr.Suite #100  
[dispatch@houston.clovergroup.com](mailto:dispatch@houston.clovergroup.com)  
 HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:  
 PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA CLOVER WHSE, HOUSTON, TX.  
 PAYMENT TERMS. : net 30 days

CURRENCY : USD

Shipping Marks  
 BARIVEN, S.A./PDVSA PETROLEO / M/M CARD  
 5100106157/XK63057628  
 REF. CARDON  
 CIN-CARDON  
 via : GUARANAO, VENEZUELA  
 PRIORITY LEVEL: 4  
 FIELD EXPEDITING: N  
 INSPECTION FLAG: Y

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001 00977757	18 Piece	BLC/BATTERIE VE 41,220.85		741,975.30

Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.



P D V S A Page : 2 of 1

## Purchase order

SUPPLIER:  
Lindsayca USA  
14350 chrisman Rd  
HOUSTON

5100106157

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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## Additional technical specs.

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Offering: 100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 35H, rated 35AH at 5 hour rate to 1.14vpc at 25 Deg C 25 yers Service Life Jar Dimensions: 1.85" L x 4.8" W x 12.2" H Jar Weight: 5.9 lbs. for UPS  
Manufacturer: HOPPECKE Batterie Systeme GmbH  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00002 00978949	2	Piece	BLC/BATTERIE VE 210,316.32	420,632.64
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 620 A/H, AUTONOMY TIME 8 H, ACCESSORIES  
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

## Additional technical specs.

\*\*\*\*\*

OFFERING:  
100 CELLS, 120VDC NICAD BATTERY SYSTEM  
CONSISTING OF: 100 EACH  
PART NO: FNC 660L  
RATED 660AH AT 5 HOUR RATE TO 1.14VPC AT  
25 DEGREE C  
25 YEARS SERVICE LIFE  
JAR DIMENSIONS: 7.95" L X 8.23"W X 15.9"H  
JAR WEIGHT: 53.5 LBS  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00003 00978950	3	Piece	BLC/BATTERIE VE 237,864.01	713,592.03
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P D V S A

Page : 3 of 1

**Purchase order**

SUPPLIER:  
Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**5100106157**

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 530 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

## Additional technical specs.

\*\*\*\*\*

Offering:100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 560Lrated 35AH at 5 hour rate to 1.14vpC at 25 Deg C25 years Service Life Jar Dimensions: 6.18" L x 6.18" W x 15.9" HJar Weight: 40.7 lbs.for UPS Manufacturer: HOPPECKE Batterie Ssteme GmbH

\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00004 00978951	2	Piece BLC/BATTERIE VE	8,717.99	17,435.98
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 30 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 25, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

## Additional technical specs.

\*\*\*\*\*

Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 40AH at 5 hour rate to 1.14vpC at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.80" W x 12.2" HJar Weight: 5.7 lbs.for RECTIFIERS Manufacturer: HOPPECKE Batterie Ssteme GmbH

\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

**PDVSA**

Page: 4 of 1

SUPPLIER:  
Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**  
**5100106157**

ITEM MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00005 00980616	3	Piece	BLC/BATTERIE VE	38,349.96	115,049.88

Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 110 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 92, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 35 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

\*\*\*\*\*  
Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.8" W x 12.2" HJar Weight: 5.9 lbs.for UPS  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00006 00980619	2	Piece	BLC/BATTERIE VE	114,463.84	228,927.68
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 230 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

\*\*\*\*\*  
Offering:100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 35HLrated 40AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 3.62" L x 7.64" W x 12.2" HJar Weight: 19.4 lbs.for UPS  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN

**PDVSA**

Page: 5 of 1

**Purchase order****5100106157****SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
IPA/LUIS REYES EN EL TALLER ELECTRICO, OFICINA DE SUBESTACIONES, REF INERIA CARDON. TELEFONO: 0269-2402607 6 2403179.				

00007 00980615	3	Piece	BLC/BATTERIE VE 6,959.84	20,879.52
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 24 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 20, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

## Additional technical specs.

\*\*\*\*\*  
Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.8" W x 12.2" HJar Weight: 5.9 lbs.for UPS  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00008 00980627	1	Piece	BLC/BATTERIE VE 9,091.45	9,091.45
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 24 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 20, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 50 A/h, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

## Additional technical specs.

\*\*\*\*\*  
Offering:20 cells, 24VDC NiCad Battery System consisting of 20 ea. PN: FNC 60Mrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.80" W x 12.2" HJar Weight: 6.2 lbs.for RECTIFIERS Manufacturer: HOPPECKE  
\*\*\*\*\*

**PDVSA**

Page: 6 of 1

**Purchase order****5100106157****SUPPLIER:**

Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Batterle Ssteme GmbH				
*****				

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00009 00980629	2	Piece	BLC/BATTERIE VE 191,502.76	383,005.52
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK  
VOLTAGE 240 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A  
IMPACTO, NO. BATTERY BY BANK 200, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C,  
NOMINAL CAPACITY 180 A/H, AUTONOMY TIME 8 H, ACCESSORIES  
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.  
\*\*\*\*\*  
Offering:200 cells, 240VDC NiCad Battery System consisting of 200 ea. PN: FNC  
180Mrated 180AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar  
Dimensions: 4.53" L x 4.80" W x 12.2" HJar Weight: 16.3 lbs.for UPS Manufacturer:  
HOPPECKE Batterle Ssteme GmbH  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00010 00980633	2	Piece	BLC/BATTERIE VE 225,903.59	451,807.18
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK  
VOLTAGE 288 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A  
IMPACTO, NO. BATTERY BY BANK 236, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C,  
NOMINAL CAPACITY 180 A/H, AUTONOMY TIME 8 H, ACCESSORIES  
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.



P D V S A P a g e : 7 o f 1

# **Purchase order**

## **SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**5100106157**

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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## **Additional technical specs.**

\*\*\*\*\*  
Offering:236 cells, 288VDC NiCad Battery System consisting of 236 ea. PN: FNC  
180Mrated 180AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar  
Dimensions: 4.53" L x 4.80" W x 12.2" HJar Weight: 16.3 lbs.for UPS Manufacturer:  
HOPPECKE Batterle Ssteme GmbH  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

00011 00711241	4	Piece	BLC/BATTERIE NI 36,517.12	146,068.48
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Purchase order text BLOCK BATTERIES, TYPE NIQUEL - CADMIO, BLOCK VOLTAGE  
24 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MODEL LB430P, MANUFACTURER ALCAD, NO.  
BATTERY BY BANK 20, MINIMUM DISCHARGE TENSION 1.43 VDC, NOMINAL CAPACITY 430 AH,  
AUTONOMY TIME 6 MONTHS, ACCESSORIES RACK MARCA ALCAD.

## **Additional technical specs.**

\*\*\*\*\*  
Offering:20 cells, 24VDC NiCad Battery System consisting of 20 ea. PN: FNC 444Lrated  
444AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 6.1"  
L x 7.8" W x 12.2" HJar Weight: 31.9 lbs.for RECTIFIERS Manufacturer: HOPPECKE  
Batterle Ssteme GmbH  
\*\*\*\*\*

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN  
IPA/LUIS REYES EN EL TALLER  
ELECTRICO, OFICINA DE SUBESTACIONES, REF  
INERIA CARDON. TELEFONO:  
0269-2402607 6 2403179.

**PDVSA**

Page: 8 of 1

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order****5100106157**

ITEM MATERIAL	QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Gross Price		3,248,465.66
		Net value		3,248,465.66
		<b>Purchase order total value</b>		<b>3,248,465.66 USD</b>

**P.O. General terms**

\*\*\* DOC. 80021, REV. E (06.13.2007) \*\*\*

**DELIVERY**

QUOTED DELIVERY: 16 WEEKS ARO.  
LINE ITEMS MUST SHIP COMPLETE.  
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT [OAINBOX@PSI.PDV.COM](mailto:OAINBOX@PSI.PDV.COM)

**PDVSA**

of

**Purchase order****5100106157****SUPPLIER:**

Lindsayca USA  
14350 Chrisman Rd  
HOUSTON

**Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW  
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

**\*\*\* I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*****A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. do PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superseded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below:

- 1 original invoice (signed with blue ink and prepared as described above)
- \* copy of executed bill of lading or air waybill
- \* copy of export packing list
- \* copy of export commercial invoice
- \* freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A.c./o PDVSA Services Inc. Attn: Account Payable  
1293 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281)588-6253  
Contact Fax: (281)582-7578

**\*\*\* II. SHIPPING \*\*\***

- A. FREIGHT CHARGES: As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):



**P D V S A**      P a g e :      1   0   o f   1

## Purchase order

**5100106157**

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

- Commercial Invoice
- Packing List and/or Tally Sheet
- \* Bill of Lading or Air Waybill
- \* Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
  1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
  2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE). Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
  - API Certificates- Material Test Reports/Mill Test Reports
  - Certificate of Conformance/Compliance
  - Certificate of Analysis
  - Non-destructive test reports
  - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

### FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

### COURIER SERVICE MAILING ADDRESS:

Bariven S.A. do PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077.  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

### E-MAIL ADDRESS:

[SHIPPINGDOCS@PSI.PDV.COM](mailto:SHIPPINGDOCS@PSI.PDV.COM)

### EUROPEAN ADDRESS:

PDVSA SERVICES BV  
ATTN. RONALD PATERNOTTE  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

### EUROPEAN E-MAIL ADDRESS:

[LOGISTICS@PDVSA.NL](mailto:LOGISTICS@PDVSA.NL)

### \*\*\* IV. PACKING \*\*\*

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

**P D V S A**      P a g e :      1 1      o f      1 6

## Purchase order

**5100106157**

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

#### A. PACK MATERIALS in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.  
DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.
2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

B. PACKING LIST must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
  2. Seller's description including serial and/or part number.
  3. Shipping Unit number (if more than one).
- C. DANGEROUS/HAZARDOUS MATERIALS: Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)
- D. EUROPEAN SHIPMENTS: Materials must be packed for Exportation in accordance with BGE-417.

#### \*\*\* V. MARKING (MUST BE PERMANENT/WATERPROOF)\*\*\*

- A. INTERIOR PACKAGES: Mark or tag with Order Number and Order Item Number.
- B. SHIPPING UNITS: Mark on two adjacent sides or tag:
  1. "Shipping Marks" as specified in the order
  2. Overall dimensions in centimeters
  3. Gross weight in kilograms
  4. Order and item number (if a one-item Shipping Unit)
- C. SHIPPING UNIT NUMBERS: Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.
- D. COMPONENTS OF ORDER ITEMS: Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.
- E. CABLE REELS: Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.
- F. FRAGILE MATERIAL PACKAGES: (Interior Package and Shipping Unit):  
Mark on all 4 sides:  
"FRAGILE - FRAGIL"  
"HANDLE WITH CARE - MANEJESE CON CUIDADO"  
"THIS END UP - ARRIBA"  
(SHOW AN ARROW POINTING UP)

#### \*\*\* VI. US EXPORT COMPLIANCE \*\*\* (IF APPLICABLE)

DESTINATION CONTROL STATEMENT: According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of

P D V S A

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SUPPLIER:  
Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**Purchase order**

**5100106157**

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

**P D V S A**      **P a g e : 1 3 o f 1 6**

## Purchase order

**5100106157**

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

Requir docs/Inspec/Field Exped

CONTROL PANELS, PLC's, RTU's      TR3100

Technical Requirements: TR300, revision 3, August 2012.  
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

### TECHNICAL REQUIREMENTS

#### AFTER RECEIVING ORDER - ARO

#### 2.1 GENERAL ARRANGEMENT DRAWING

#### 2.2 ELECTRICAL DATA

#### 2.3 WIRING DRAWINGS (AS APPLICABLE)

#### 2.4 SUPPORT AND LIFTING LUG DRAWINGS (AS APPLICABLE)

#### 2.5 CONTROL AND WIRING SCHEMATICS

#### 2.6 SOFTWARE PROGRAM - FUNCTIONAL DESCRIPTION (AS APPLICABLE)

#### 2.7 SOFTWARE DOCUMENTS (AS APPLICABLE)

#### 2.8 SOFTWARE LICENSE (AS APPLICABLE)

#### 2.9 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS

#### 3.1 FUNCTIONAL TEST REPORTS (AS APPLICABLE)

#### 3.2 MANUFACTURER STANDARD TEST REPORTS

#### 4.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS

#### 4.2 BILL OF MATERIALS

#### 5.1 DRAWING SCHEDULE (AS APPLICABLE)

#### 5.2 PRODUCTION SCHEDULE (AS APPLICABLE)

#### 6. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).

COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Gualfita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

[TECHDOCS@PSI.POV.COM](mailto:TECHDOCS@PSI.POV.COM)

[TECHDOCS@BARIVEN.EU](mailto:TECHDOCS@BARIVEN.EU)

[INSPECTIONRV@PDVSA.COM](mailto:INSPECTIONRV@PDVSA.COM)

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

### FIELD INSPECTION REQUIREMENT

(DOC. TR050, REV.I, August-2012)

1. THIS PURCHASE ORDER OR RFQ (WHEN APPLICABLE) HAS BEEN CODED FOR FIELD TECHNICAL INSPECTION PRIOR TO SHIPMENT. THIS MEANS A QUALIFIED INSPECTOR UNDER PDVSA SERVICES DIRECT SUPERVISION OR CONTRACT WILL INSPECT THE EQUIPMENT OR PRODUCT FOR COMPLIANCE TO QUOTE, PURCHASE ORDER, COVENIN REGULATION AND ANY OTHER APPLICABLE INDUSTRY STANDARD OR SPECIFICATION.

2. PRODUCT, EQUIPMENT, OR MATERIAL INSPECTION MUST BE PERFORMED BEFORE PACKAGING FOR SHIPMENT. THE PURCHASER'S INSPECTION DOES NOT RELIEVE THE MANUFACTURER OR THE SELLER FROM COMPLIANCE TO ALL PURCHASE ORDER REQUIREMENTS.

3. PRODUCT, EQUIPMENT OR MATERIAL MUST NOT LEAVE YOUR FACILITIES UNTIL THE ASSIGNED INSPECTOR OR DESIGNATED

## Purchase order

### SUPPLIER:

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**5100106157**

PDVSA SERVICES INSPECTION AGENCY HAS ISSUED A RELEASE AUTHORIZING SHIPPING OF THE PRODUCT OR EQUIPMENT."THE INSPECTION RELEASE IS MANDATORY FOR PRODUCT AND PO PAYMENT POURPOSE".

4. THE VENDOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION AT THE MOMENT OF THE P.O. ACKNOWLEDGMENT TO THE FOLLOWING EMAIL:

[TECHDOCS@PSI.PDV.COM](mailto:TECHDOCS@PSI.PDV.COM) / [TECHDOCS@BARIVEN.EU](mailto:TECHDOCS@BARIVEN.EU) / [INSPECTIONBV@PDVSA.COM](mailto:INSPECTIONBV@PDVSA.COM)

4.1 LOCATION AND DATE OF WHERE INSPECTION CAN BE PERFORMED.

4.2 CONTACT NAME, PHONE NUMBER, & EMAIL ADDRESS OF CONTACT PERSON

4.3 THE VENDOR HAS TO PROVIDE THE INFORMATION LISTED AT LEAST 5 WORKING DAYS IN ADVANCE.

### 5. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).

COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

5.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

5.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

[TECHDOCS@PSI.PDV.COM](mailto:TECHDOCS@PSI.PDV.COM)

[TECHDOCS@BARIVEN.EU](mailto:TECHDOCS@BARIVEN.EU)

[INSPECTIONBV@PDVSA.COM](mailto:INSPECTIONBV@PDVSA.COM)

5.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

5.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

5.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**PDVSA**

Page: 15 of 16

**Purchase order**

**5100106157**

**SUPPLIER:**

Lindsayca USA  
14350 chrisman Rd  
HOUSTON

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. do PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department [caiboxo@psi.pdv.com](mailto:caiboxo@psi.pdv.com)

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

**Seller will send Invoices to:**

BARIVEN, S.A.  
do PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

**If using courier services, please use the street address:**

BARIVEN, S.A.  
Go PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freight, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**NOTE TO SUPPLIERS**

Invoices will not be processed unless all export or quality documents are provided.



**P D V S A**

P a g e : 1 6 o f

1 6

**Purchase order**

SUPPLIER:

Lindsayca USA

14350 chrisman Rd

HOUSTON

**5100106157**

Regards,

Bariven, S.A.- C/O. PDVSA Services, INC.

Purchasing Agent

***Composite Exhibit “E”***



## Procurement, Engineering & Construction

06 February 2017

Bariven S.A.

Edificio Petroleos de Venezuela, Torre Este,

Av. Libertador, La Campiña

Distrito Metropolitano de Caracas; Distrito Capital, 169

Republica Bolivariana de Venezuela

PDVSA Services Inc

1293 Eldridge Parkway

Houston, TX 77077

USA

### Personal delivery

**te:** Outstanding-Amount-Due Confirmation

Dear Sir or Madam,

I am writing in my capacity as authorized representative of **LINDSAYCA USA, Inc ("Lindsay")**, a Texas Corporation, 'elation with Bariven **S.A.'s ("Bariven") failure to pay** several outstanding invoices **(the "Invoices") issued by Lindsay.**

**Between 2103** and 2014, **Lindsay** has delivered goods to Bariven pursuant to various Purchase Orders and the Invoices or the delivery of these goods are due and payable. We attach an overview of the Invoices, including the outstanding amounts due.

The total of outstanding amount is **US\$ 4,138,225.24, to be updated with** statutory and/or commercial interest.

Yours sincerely,

Hector Fuentes, President -----

06 FEB 2017 GERENCIA DE FINANZAS

**RECIBIDO**

SIN QUE IMPLIQUE LA ACEPTACION DE SU CONTENIDO

14350 Chrisman Rd., Houston, TX 77309

As of p 71: 20.522W

AnyCount 20698 ~20,700 words – 1647 numbers

Page 72 of 84

**Procurement, Engineering & Construction****Attachment**

Invoice #1673

Invoice #1712

Invoice #1724

Invoice #1741

Invoice Due (USD)	#	Date	Total Amount (USD)	Amount
1673	3/21/13 \$		107,106.60 \$	107,106.60
1712	7/31/13 \$		26,786.28 \$	26,786.28
1724	11/12/13 \$		755,866.70 \$	755,866.70
1741		1/14/14 \$	3,248,465.66 \$	3,248,465.66
<b>Total</b>			<b>\$ 4,138,225.24</b>	<b>\$ 4,138,225.24</b>

14350 Chrisman Rd., Houston, TX 77309

14350 Chrisman

**INVOICE**

4350 Chrisman Road  
Houston TX 77039  
PH: 713 467 9560  
Fax: 713 467 9561  
www.lindsaycausa.com

Invoice No.: 001573  
Invoice Date: 03/21/13  
Due Date: 04/20/13  
PO No.: PO#5100105592 / RFQ 6500243479  
TAX ID:  
Page No.: Page 1 of 1

**BILL TO**

Barlven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway  
  
Houston TX 77077  
USA

**SHIP TO**

Clover International INC  
15700 International Plaza Dr  
  
Houston TX 77032  
USA

Contact Name:  
Terms: NET 30  
Ship Via:

Item	Quantity	Description	Unit Price	Price Total
TMEMVAR/VAR/0003	1	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	\$ 7,140.44	\$ 107,106.60
Subtotal				\$ 107,106.60

Wire Transfer to

LINDSAYCA USA INC Compass Bank  
Houston, TX, 77019 - 6043 Routing No: 113010547 Account No: 2533168984

Remarks: PO#5100105592 RFQ#6500243479 Delivery Terms:FCA Houston Tx Payment Terms: NET 30  
Item Part#00657107 HTS#8537.10.9060  
ECCN#EAR99

Total \$ 107,106.60

Balance Due \$ 107,106.60

RECEIVED IN  
GOOD ORDER  
SUBJECT TO  
VERIFICATION

**INVOICE**

14350 Chrisman Road  
Houston TX 77039  
PH: 713 467 9560  
Fax: 713 467 9561  
www.lindsaycausa.com

Invoice No.: 001712  
invoice Date: 07/31/13  
Due Date: 08/30/13  
PO No.: PO#5100106945 RFQ#6500241551  
TAX ID :  
Page No.: Page 1 of 1

Bariven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway  
Houston TX 77077  
USA

Clover International Inc.  
14134 Vickery Dr.  
Houston TX 77032  
USA

Contact Name:

Terms: NET 30  
Ship Via:

TSMSPSMLTPSM0024	2 PLATE 1/4", 96' X 48" X 1/4" SS, ASTM A240 GR240 7-410	\$ 2,943.14	\$ 5,801
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 9 1/8, 12"L GARDE UNS N04400	\$ 10,450.00	\$ 20,800
	Subtotal		\$ 26,786

H o u s t o n , T X , U S A 7 7 0 1 9 C o m p a s s B a n k  
Routing No: 113010647

T o t a l \$ 2 6 . 7 8 6 .  
Balance Due \$ 26,786.

**A**ccount No: 2533168984

Remarks: PO#5100106945 RFQ#6500241551

Delivery Terms:FCA VNDR'S WHSE Houston TX  
Payment Terms: NET 30  
Item#00300257

HTS#7505.12.00.00  
ECCN#EAR99  
License#NLR  
Item#00300026  
HTS#7505.12.00.00  
ECCN#EAR99  
Lic.ense#NLR



## INVOICE

14350 Chrisman Road  
Houston TX 77039  
713 467 9560

...x 713 467 9561  
[www.lindsaycausa.com](http://www.lindsaycausa.com)

Invoice No.: 001741  
Invoice Date: 01/14/14  
Due Date: 02/13/14  
PO No.: PO#5100106157/Rfq#6500247663  
TAX ID:

Page No.: Page 1 of 1

## BILL TO

Barliven, S. A. c/o PDVSA Services, Inc.  
1293 Eldridge Parkway

Houston TX 77077  
USA

## SHIP TO

Clover International Inc.  
14134 Vickery Dr

Houston TX 77032  
USA

Contact Name:

Terms: NET 30

Ship Via:

glom	Quantity	Description	Unit Price	Total
TBTBATT120V0001	18	BLOCK BATTERY VE 92cells. 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 41 220 85	\$ 741.975 30
TBTBATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 660L,	210 316 32	\$ 420 632 64
TBTBATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237 864 01	\$ 713.592 03
TBTBATT120V0004	2	BLOCK BATTERY VE:92 CELLS, 30VDC NICAD CONSISTING OF: 25 EACH PAR NC); FNC 40M RATED 40AH	88717 99	\$ 17 435 98
TBTBATT110V0001	3	BLOCK BATTERY 92 cells. 110VDC NiCad System consisting of 92 ea FNC 35H Rated	\$ 38 340 96	\$ 115 040 88
TBTBATT120V0005	2	BLOCK BATTERY 92 cells. 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114 483 84	\$ 228 927 68
TBBATT24V0001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 12.0 ea. PN: FNC 4C	5695984	\$ 20 879 52
TBBATT24V0002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PH: FNC 6C	80001 45	\$ 9,091 45
TBTBATT240V0001	2	BLOCK BATTERY 104 cells, 240 VDC NiCad Battery System of 200 ea. PN: FNC 100M	\$ 191 502 78	\$ 383 005 52
TBTBATT288V0001	2	BLOCK BATTERY VE 223 cells. 288VDC NiCad System consisting of 236 ea. PN FNC 180M	\$ 225 903 59	\$ 451 807 18
TBTBATT24V0003	4	BLOCK BATTERY 20 cells. 24VDC NiCad System consisting of 20 ea. PN: FNC 44	\$ 36 517 12	\$ 146 068 48
Subtotal				\$ 3 248,465 66

## Wire Transfer to

LINDSAYCA USA INC Compass Bank  
Houston, TX, 77019 - 6043 Routing No: 113010547 Account No: 2533168984

Remarks: PO#5100106157  
RFQ#6500247663  
Delivery Terms:FCA VNDR's WHSE Houston TX  
Payment Terms: NET 30  
HTS#8507 30.8010  
ECCN#EAR099  
License#NLR

Thanks for sending us your payment promptly. We appreciate your business!

Total \$ 3,248,465 66  
Balance Due \$ 3,248,466.66

## Procurement, Engineering & Construction

14 January 2018

Bariven S.A.  
Edificio Petróleos de Venezuela, Torre Este,  
Av. Libertador, La Campiña  
Distrito Metropolitano de Caracas; Distrito Capital, 169  
República Bolivariana de Venezuela

PDVSA Services Inc  
1293 Eldridge Parkway  
Houston, TX 77077  
USA

Personal delivery

Re: Notice of dispute

Dear Sir or Madam,

I am writing in my capacity as authorized representative of LINDSAYCA USA, Inc ("Lindsay"), a Texas Corporation, in relation with Bariven S.A.'s ("Bariven") failure to pay several outstanding invoices (the "Invoices") issued by Lindsay.

Between 2103 and 2014, Lindsay has delivered goods to Bariven pursuant to various Purchase Orders and the Invoices for the delivery of these goods are due and payable. We attach an overview of the Invoices, including the outstanding amounts due.

The total of outstanding amount is US\$ 4,138,225.24, to be updated with statutory and/or commercial interest.

We require that you confirm in writing within 30 days whether Lindsay can expect payment of the outstanding amounts. Lindsay reserves all its rights, including its right to file a Request for Arbitration with the International Chamber of Commerce in order to obtain an enforceable award for payment of the Invoices and any related amounts, including statutory and/or commercial interest in respect of the outstanding amounts, against Bariven and/or PDVSA Services Inc.

For the avoidance of doubt, this letter is an act of interruption of any limitation period in relation to any of the circumstances and/or claims addressed herein and in relation hereto. This letter is directed to Bariven and to PDVSA Services Inc, in its capacity as Bariven's Agent for the purpose of the Purchase Orders and in its own capacity.

Lindsay reserves all rights and waives none.

Yours sincerely,

I

14350 Chrisman Rd., Houston, TX 77309

**Procurement, Engineering & Construction****Attachment**

Invoice #1673

Invoice #1712

Invoice #1724

Invoice #**1741**

Invoice Due (USD)	#		Date	Total Amount (USD)	Amount
1673	3/21/13	\$ 107,106.60	\$	107,106.60	
1712	7/31/13	\$ 26,786.28	\$	26,786.28	
1724	11/12/13	\$ 755,866.70	\$	755,866.70	
1741		1/14/14 \$ 3,248,465.66	\$	3,248,465.66	
<b>Total</b>		<b>\$ 4,138,225.24</b>	<b>\$</b>	<b>4,138,225.24</b>	



## INVOICE

1435<sup>0</sup> Chrisman Road

Houston TX 77039

PH: 713 467 9560

Fax 713 467 9561

[www.lindsaycausa.com](http://www.lindsaycausa.com)

invoice No.: 001673

invoice Date: 03/21/13

Due Date: 04/20/13

**PO** No.: PO#5100105592 / RFQ 6500243479

TAX ID :

Page No.; Page 1 of 1.

**BILL TO**

Bariven, S. A. c/o PDVSA Services, Inc.

1293 Eldridge Parkway

Houston TX 77077

USA

Contact Name:

Terms: NET 30

Ship Via:

**SHIP TO**

Clover International INC

15700 International Plaza Dr

Houston TX 77032

USA

item	Quantity	Description	Unit Price	Total
TMEMVARIVAR10003	15	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	s 7,140.44	S 107,100.50
Subtotal				\$ 107,106.60

Wire Transfer to

LINDSAYCA USA INC Compass Bank

Houston, TX, 77019 - 6043 Routing No: 113010547 Account No: 2533188984

Remarks: PO#5100105592 RFQ#6500243479 Delivery Terms:FCA Houston Tx Payment Terms: NET 30

Item Part#00657107 HTS#8537.10.9060 ECCN#EAR99

Total \$ 107,106.60

Balance Due \$ 107,106.60

**INVOICE**

14350 Chrisman Road  
Houston TX 77039  
PH: 713 467 9560  
Fax: 713 467 9561  
[www.lindsaycausa.com](http://www.lindsaycausa.com)

Invoice No.: 001712  
Invoice Date: 07/31/13  
Due Date: 08/30/13  
PO No.: PO#5100106945 RFQ#6500241551  
TAX ID :  
Page No.: Page 1 of 1

Bariven, S. A. do PDVSA Services, Inc.  
1293 Eldridge Parkway

Houston TX 77077  
USA

Clover International Inc.  
14134 Vickery Dr.

Houston TX 77032  
USA

Contact Name:  
Terms: NET 30  
Ship Via:

TSMSPSMLTPSM0024	2 PLATE 1/4", 96" X 48" X 114" SS, ASTM A240 GR240 T-410	\$ 2,943.14	\$ 5,881
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 8 1/8, 12" L GARDE UNS N04400	\$ 10,450.00	\$ 20,901
	Subtotal		\$ 26,786

LINDSAYCA USA INC  
Compass Bank  
Houston, TX, 77019 - 6043  
Routing No: 113010647  
Account No: 2533168984

Total \$ 26,786.  
Balance Due \$ 26,786.

Remarks: P0115100106945 RFQ#6500241551  
Delivery Terms: FCA VNDR'S WHSE Houston TX  
Payment Terms: NET 30  
Item#00300257  
HTS#7505.12.00.00  
ECCN#EAR99  
License#NLR  
Item#00300026  
HTS#7505.12.00.00  
ECCN#EAR99  
License#NLR

PAGE 81 ++BLURRY PAGE

## INVOICE

...350 Christian Road  
Houston TX 77039

W.S) 713 467 9560  
713 467 9561

www.lintil5aycausa.com:

Invoice No.: 001724  
Invoice Date: 11/12/13  
Due D3SC: 12/12/13  
Pc No: '1' (r45 intU1) 2210 33F011-6601124.1; t: \*:  
TAX ID: ti  
Page No.: 01 of 1

0

SHIP TO

BarNien, S. A. c/o PnVSA ServiCas,  
1293 Eddittle Parkway

D11L k\*. \*; 1 < . Ital Fo) waring

, ; touEtT. TX 7 id/

Contact Name:

Terms: NET 30

Ship Via:

* Item	Quantity *	Description	Unit Price
Aq; C. PIP Qd44.133.3 P11) SM. 1/21.4 1r.301.4m AXC1974115 * 20FT			
1138 00201, of. 12 TUB RMt. yir, 12eFf			
PIP 00:3 P:PS10'111.1 0,22 Lair; .-1+2.'O'O': '3'6'1L 20Fr			
It.; P11. 0031 '.1510 P P S; 4' L. U-471 0.11 1 El-FT A2COTP:11F Pl. 20 F'			
IP 00.1; 'S6'1 sec. C; 17 tIn* r' 469'PS IF P. 7rt			
PS ME..: *; 4.1 3 1'3 0031669 TUE Shit. A. 1. LATON 3/414			
1:42 00115625 PIP 9,3; 9,F3:0111 BS 2E71 CZ 110 'ART 2 70F1			
cAtt*.*; * FP0031562.6 PIP IntL. 1 056414			
dPp1026? MLE9MS257310720			
Kt PIP 3031.5L12E I sIN as 2571 C1 5; 0 PART 2 AG 20FI			
PIP Pt? 114 2r1 C )10':4.R7.20Et			
0.90 ce..:7:631,2) ;IA0			
F* , - * P/33631 rle r; Mt. ALBACON COOPER -NB*; KET 11'1 16'71			
T:SWSP*1q; 11.03 0030:1107 'WV CS 2240.1			
40c. TUB 0.13001c<1 TUR? 51'10. C.S 1113 113FT			
rP:31-:34; It; :rm TUB 003543 152 70FT			
OWB gd			
Wka T iatta kr co			
LINDSAYCA USA INC Compass Senk			
Houston, TX, 77019 • 6043 Routing No: 113010547 Account No: 2533188984			

Tanl a 55, 1; r7, (1\*. 70

Balance Due S 765,866.70

## INVOICE

14350 Chrisman Road  
Houston TX 77039  
713 467 9560  
713 467 9561  
www.lindsaycausa.com

Invoice No.: 001741  
Invoice Date: 01/14/14  
Due Date: 02/13/14  
PO No.: PO#5100106157/RFQ#6500247663  
TAX ID :  
Page No.: Page 1 of 1

## BILL TO

Bariven, S. A. C/O PDVSA Services, Inc.  
1293 Eldridge Parkway

Houston TX 77077  
USA

## SHIP TO

Clover International Inc.  
14134 Vickery Dr

Houston TX 77032  
USA

Contact Name:  
Terms: NET 30  
Ship Via:

Item	Quantity	Description	Unit Price	Total
TBTBBATT120V0001	18	BLOCK BATTERY VE 92cells, 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 4 1220 65	\$ 741,975 30
TBTBBATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 660L,	\$ 210 316 32	\$ 420,632 64
TBTBBATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237 864 01	\$ 713,592 03
TBTBBATT120V0004	2	BLOCK BATTERY VE:92 CELLS, 30VDC NiCAD CONSISTING OF 25 EACH PAR NO: FNC 40M RATED 40AH	\$ 8 717 99 99	\$ 17,435 98
TBTBBATT110V0001	3	BLOCK BATTERY 92 cells, 110VDC NiCad System consisting of 92 ea FNC 3511 Rated	\$ 38 349 96	\$ 115,049 88
TBTBBATT120V0005	2	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114 463 84	\$ 229,927 68
TBTBBATT24V00001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC	\$895994	20,879 57
TBTBBATT24V00002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 6t	\$ 9 091 45	\$ 9,091 45
TBTBBATT240V0001	2	BLOCK BATTERY 184 cells, 240 VDC NiCad Battery System of 200 ea. PN: FNC 180M	\$ 191 502 76	\$ 383,005 52
TBTBBATT288V0001	2	BLOCK BATTERY VE 223 cells, 288VDC NiCad System consisting of 236 ea. PN: FNC 180M	\$ 225 903 59	\$ 451,807 18
TBTBBATT24V00003	4	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 4t	\$ 16 517 12	\$ 66,068 48
Subtotal				\$ 3 248,465 56

## Wire Transfer to

LINDSAYCA USA INC  
Compass Bank  
Houston, TX, 77019 - 6043  
Routing No: 113010547  
Account No: 2633168984

Remarks: PO#5100106157  
RFQ#6500247663

Delivery Terms:FCA VNDR's WHSE Houston TX

Payment Terms: NET 30  
HTS#8507 30.8010  
ECCN#EAR099  
License#NLR

Thanks for sending us your payment promptly. We appreciate your business

Exhibit "F"



Caracas 8 de marzo de 2017

Señores,  
LINDSAYCA USA

### CERTIFICACIÓN DE DEUDA

Quien suscribe, Francisco Jiménez, en mi carácter de Presidente de Bariven, S.A. filial de Petróleos de Venezuela, S.A, una vez validados los asientos administrativos y contables de esta empresa, **CERTIFICO** que existe una deuda por la cantidad de **OCHO MILLONES TRESCIENTOS CUATRO MIL DOSCIENTOS OCHO CON 85 CENTAVOS DE DOLARES AMERICANOS (USD 8.304.208,85)**, a favor de la empresa **LINDSAYCA USA**, a razón de compras de Materiales. En el cuadro siguiente se reflejan los detalles de la misma.

Acreedor 350015797  
Sociedad OPR  
  
Nombre Lindsayca USA  
Población Houston

St	Texto	N° doc.	Ref.	Mon.	Importe en MD	Fe.contab.
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008480	001723	USD	950.000,00	15.07.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008578	001723	USD	500.000,00	23.07.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008934	001723	USD	500.000,00	08.09.2014
<input checked="" type="checkbox"/>	5100105592XG APROBADA 03042013	4901401722	001673	USD	107.106,60-	03.04.2013
<input checked="" type="checkbox"/>	5100106945XG APROBADA 20082013	4901439023	001712	USD	26.786,28-	20.08.2013
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	4901473437	001723	USD	4.409.754,82-	18.12.2013
<input checked="" type="checkbox"/>	5100106218XK APROBADA 24122013	4901482985	001724	USD	755.866,70-	24.12.2013
<input checked="" type="checkbox"/>	5100106157XK APROBADA 30012014	4901492244	001741	USD	3.248.465,66-	30.01.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 25012013 IMKW VERIFICAR SOPO	9460001023	001720	USD	1.706.228,79-	18.10.2013
*				USD	8.304.208,85-	

Atentamente,

Francisco Jiménez  
Presidente de Bariven, S.A.



Recibido.  
Hecho fecho  
Presidente  
10/03/2017

JD-44 (Rev. 10/20)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS DEFENDANTS

Lindsayca USA, Inc.

PETROLEOS DE VENEZUELA, S.A.; PDVSA SERVICES, INC.; BARIVEN, S.A.

(b) County of Residence of First Listed Plaintiff Harris County, Texas  
VenezuelaCounty of Residence of First Listed Defendant Country of

(EXCEPT IN U.S. PLAINTIFF CASES)

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

GEORGE J. VILA, Esq., 201 Alhambra Circle, Suite 702,  
Coral Gables, Florida 33134, Tele: (305) 445-2540

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                                       |   |  |
|---|----------------------------|---------------------------------------|---|--|
|   | PTF                        | DEF                                   | PTF   | DEF  |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in This State     | <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance				
140 Negotiable Instrument	PERSONAL INJURY	625 Drug Related Seizure	422 Appeal 28 USC 158	375 False Claims Act
120 Marine	310 Airplane	365 Personal Injury		
130 Miller Act	315 Airplane Product Liability	690 Property	21 USC 881 - 423 Withdrawal	376 Qui Tam, 31 USC 3729(a)
150 Recovery of Overpayment & Enforcement of Judgment	320 Assault, Libel & Slander	367 Health Care/ Product Liability	28 USC 157*	410 Antitrust
151 Medicare Act	330 Federal Employers' Liability	368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	430 Banks and Banking
152 Recovery of Defaulted Student Loans Influenced and (Excludes Veterans) Organizations	340 Marine		820 Copyrights	450 Commerce
153 Recovery of Overpayment of Veteran's Benefits	345 Marine Product Liability		835 Patent - Abbreviated New Drug Application	460 Deportation
350 Motor Vehicle		PERSONAL PROPERTY	840 Trademark	470 Racketeer
370 Other Fraud		LABOR	880 Defend Trade Secrets Act of 2016	Corrupt
371 Truth in Lending		7710 Fair Labor Standards		1480 Consumer Credit
380 Other Personal				(15 USC 1681 or
1692) 160 Stockholders' Suits	355 Motor Vehicle Product Liability	372 Labor/Management Property Damage	SOCIAL SECURITY	1485 Telephone Protection Act
190 Other Contract	360 Other Personal	490 Cable/Sat TV Injury	Relations	EI 861 HIA (1395ff)
195 Contract Product Liability		862 Black Lung (923) Product Liability Exchange Leave Act	385 Property Damage	740 Railway Labor
196 Franchise Act			850 Securities/Commodities/ 751 Family and Medical	863 DIWC/D1WW
362 Personal Injury - (405(g)) Medical Malpractice Actions			864 SSID Title XVI	D 890 Other Statutory
REAL	PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	865 RSI (405(g))
210 Land Condemnation	891 Agricultural Act	Habeas Corpus	791 Employee Retirement Income Security Act	865 Freedom of
220 Foreclosure Information	441 Voting	1463 Alien Detainee		
230 Rent Lease & Ejectment	442 Employment	510 Motions to Vacate Sentence	866 Environmental Matters	Act
240 Torts to Land	443 Housing/ Accommodations	530 General	EI 870 Taxes (U.S. Plaintiff or Defendant)	896 Arbitration
245 Tort Product Liability Procedure	445 Amer. w/Disabilities - Employment	1535 Death Penalty	871 IRS—Third Party	899 Administrative
290 All Other Real Property of	446 Amer. w/Disabilities - Other	540 Mandamus & Other	26 USC 7609	Act/Review or Appeal of Agency Decision
	448 Education	550 Civil Rights	IMMIGRATION	950 Constitutionality
		555 Prison Condition	462 Naturalization Application	
		560 Civil Detainee - Conditions of	465 Other Immigration	
			Actions	State Statutes

## V. ORIGIN (Place an "X" in One Box Only)

C o n f i n e m e n t



<i>III</i>	Original Proceeding	<input type="checkbox"/> 2	Removed from State Court	<input type="checkbox"/> 3	Remanded from Appellate Court	<input type="checkbox"/> 4	Reinstated or Reopened	<input type="checkbox"/> 5	Transferred from Another District	<input type="checkbox"/> 6	Multidistrict Litigation -	<input type="checkbox"/> 8	Multidistrict Litigation
(specify) Transfer Direct File													
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):													
VI. CAUSE OF ACTION <u>28 U.S.C. § 1332(a); 28 U.S.C. § 1605(a)(2); 28 U.S.C. § 1605(a)(1).</u>													
Brief description of cause: Recovery for goods and services sold.													
VII. REQUESTED IN <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION COMPLAINT: _____ UNDER RULE 23, F.R.Cv.P.      \$4,138,225.24, Int., etc      JURY DEMAND: <u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/> DEMAND \$ _____ CHE													
VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____													
DATE January 6, 2021				SIGNATURE OF ATTORNEY OF RECORD Is/ George J. Vila									
FOR OFFICE USE ONLY													
RECEIPT #		AMOUNT		APPLYING IFP		JUDGE		MAG. JUDGE					

**Composite Exhibit “F”**

**LINDSAYCAUSA**

14350 Chrisman Road  
Houston TX 77039  
713 487 9560  
Fax: 713 467 9561  
www.lindsaycausa.com

**INVOICE**

Invoice No.: 001720  
Invoice Date: 08/21/13  
Due Date: 09/20/13  
PO No.: PO#5100101154 RFQ#6500210370  
TAX ID:  
Page No.: Page 1 of 1

**BILL TO**

Bariven, S. A. c/o PDVSA Services, B.V.  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
NETHERLANDS

**SHIP TO**

Clover International Inc  
14134 Vickery Dr.  
  
Houston TX 77032  
USA

Contact Name: Roy Gamboa  
Terms: NET 30  
Ship Via: FCA Point of Manufacturer / Houston TX

Item	Quantity	Description	Unit Price	Total
T000000000000003	1	ELECTRIC GENERATOR, POWER 3.5 TO 5.2 MW TURBINE #2	\$ 6,293,622.59	\$ 6,293,622.59
			Subtotal	\$ 6,293,622.59

**Wire Transfer to**

LINDSAYCA USA INC  
Compass Bank  
Houston, TX, 77019 - 6043  
Routing No: 113010547  
Account No: 2533168984

**LINDSAYCA**  
HOUSTON, TEXAS  
77032-9560  
www.lindsaycausa.com

Total \$ 6,293,622.59  
Balance Due \$ 6,293,622.59

Remarks: Bariven, S. A. c/o PDVSA Services, B.V.  
RFQ 6500210370 / PO 510010154

Thanks for sending us your payment promptly. We appreciate your business!

**Composite Exhibit “H”**

**LINDSAYCAUSA**

14350 Chrisman Road  
Houston TX 77039  
Tel: 713 467 9560  
Fax: 713 467 9561  
www.lindsaycausa.com

**INVOICE**

Invoice No.: 001723  
Invoice Date: 10/31/13  
Due Date: 11/30/13  
PO No.: PO#5100101154 RFQ#6500210370  
TAX ID :  
Page No.: Page 1 of 1

**BILL TO**

Bariven, S. A. c/o PDVSA Services, B.V.  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
NETHERLANDS

**SHIP TO**

Clover International Inc  
14134 Vickery Dr  
Houston TX 77032  
USA

Contact Name: Roy Gamboa  
Terms: NET 30  
Ship Via: FCA Point of Manufacturer / Houston TX

Item	Quantity	Description	Unit Price	Total
F000000000000038	1	DISTRIBUTION CENTER OF POWER 13.8 KW - 630A, FREQ. 60HZ	\$ 4,409,754.82	\$ 4,409,754.82
Subtotal				\$ 4,409,754.82

**Wire Transfer to**

LINDSAYCA USA INC  
Compass Bank  
Houston, TX, 77019 - 6043  
Routing No: 113010547  
Account No: 2533168984

**LINDSAYCA**  
HOUSTON, TEXAS  
713 467 9560  
www.LINDSAYCAUSA.com

Total \$ 4,409,754.82  
Balance Due \$ 4,409,754.82

Remarks: Bariven, S. A. c/o PDVSA Services, B.V.  
PO#5100101154  
RFQ#6500210370  
Delivery Terms: FCA Warehouse Houston, TX  
Payment Terms: 30 Days  
Item 00002/00962460  
DISTRIBUTION CENTER OF POWER 13.8 KW - 630A, FREQ. 60 HZ

11-14-2013 0755

Thanks for sending us your payment promptly. We appreciate your business!